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Palm Beach County

**TOWING ORDINANCE 2010-001**

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**TOWTRUCK ORDINANCE NO. 2010-001**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING PALM BEACH COUNTY CODE CHAPTER 19, ARTICLE VIII (ORDINANCE NO. 2005-009), PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR TOW TRUCK CLASS SPECIFICATIONS; PROVIDING FOR OPERATING PERMIT REQUIRED; PROVIDING FOR NEW APPLICATIONS/ RENEWALS AND ISSUANCE OF AN OPERATING PERMIT AND FEES; PROVIDING FOR INSPECTION OF STORAGE YARDS AND PUBLIC OFFICES; PROVIDING FOR INSURANCE REQUIREMENTS, PROVIDING FOR TOWTRUCK REGISTRATION, STANDARDS AND DECALS; PROVIDING FOR INSPECTION PROCEDURES AND REQUIREMENTS; PROVIDING FOR NONCONSENT MANIFEST, TOWING INVOICE OR TOW SHEET; PROVIDING FOR ADVERTISEMENTS; PROVIDING FOR RECORDS REQUIREMENTS; PROVIDING FOR AN OPERATING PERMIT REQUIRED TO DO BUSINESS WITH THE COUNTY; PROVIDING FOR NON-CONSENT TOWING WITH PRIOR EXPRESS INSTRUCTION OF REAL PROPERTY OWNER OR AUTHORIZED AGENT AND/OR LAW ENFORCEMENT AGENCY; PROVIDING FOR NOTICE REQUIREMENTS FOR PROVIDING NON-CONSENT TOW SERVICES AT REQUEST OF REAL PROPERTY OWNERS; PROVIDING FOR NONCONSENT TOWTRUCK COMPANY REQUIREMENTS; PROVIDING FOR CONSENT-ONLY TOWTRUCK COMPANY REQUIREMENTS; PROVIDING FOR MAXIMUM NONCONSENT TOWING AND STORAGES RATES FOR NON-CONSENT TOW SERVICES; PROVIDING FOR TOWTRUCK DRIVER REQUIREMENTS AND FAILURE TO COMPLY; PROVIDING FOR FRAUDULENT TRANSFER OF TOWTRUCK COMPANIES; PROVIDING FOR DECEPTIVE AND UNFAIR TRADE PRACTICES, PROVIDING FOR CEASE AND DESIST ORDERS, PROVIDING FOR ASSURANCES OF VOLUNTARY COMPLIANCE; PROVIDING FOR ENFORCEMENT AND CIVIL/CRIMINAL PENALTIES; PROVIDING FOR ADMINISTRATIVE ENFORCEMENT, DENIAL, REVOCATION AND SUSPENSION OF OPERATING PERMITS; PROVIDING FOR ADDITIONAL PENALTIES; PROVIDING FOR HEARINGS AND APPEALS; PROVIDING FOR SCOPE; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, numerous persons and firms in Palm Beach County engage in the business of recovering, towing and storing of motor vehicles and vessels; and

WHEREAS, such towing services frequently must be provided without the prior consent of the vehicle/vessel owner, or under circumstances which prevent negotiating the charges, terms and conditions for the towing service, often resulting in disagreements and complaints between vehicle/vessel owners and providers of towing services; and

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WHEREAS, the vehicles and equipment used to tow vehicles/vessels across the thoroughfares of Palm Beach County and the manner in which towing is conducted are of considerable significance to the health, safety and welfare of the owners of towed vehicles/vessels and of the residents and visitors in Palm Beach County; and

WHEREAS, Sections 125.0103(b), 166.043(c) and 715.07(2), Florida Statutes, empowers the Board of County Commissioners to enact regulations pertaining to the towing industry, including the authority to regulate maximum rates when vehicles are towed or removed from private property; and

WHEREAS, the Ordinance is amended to clarify the licensing and enforcement procedures for towing companies and towtruck drivers; and

WHEREAS, the United States Supreme Court decision in Ours Garage vs. City of Columbus, 536 U.S. 424 (2002) held that states could delegate their authority to regulate non-consent towing services as it relates to price and safety; and

WHEREAS, pursuant to Section 125.0103(b), Florida Statutes, counties have been delegated the authority to regulate towing; and

WHEREAS, the Board of County Commissioners of Palm Beach County finds it to be in the best interest of the County, its citizens and its visitors to license and regulate non-consent and consent towing services and all drivers who perform towing services within Palm Beach County, to assure that all who provide the services are fit and competent to do so and that such services are delivered in a safe and efficient manner; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby amends Palm Beach County Code Chapter 19, Article VIII, (Ordinance No. 2005-009).

1  
2 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
3 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:  
4

5 **SECTION 1. Title.**

6 This Ordinance shall be known and cited as the Towtruck Ordinance of Palm Beach County,  
7 Florida.

8 **SECTION 2. Definitions.**

9 For the purposes of this Ordinance, the following definitions shall apply:

- 10 1. **Administrative/Lien Fee** shall mean the fee that is charged for title and lien  
11 search, advertising costs, and notification of lien holder and owner of the  
12 whereabouts and charges against a vehicle or vessel.
- 13 2. **Advertisement** shall mean any written statement made in connection with the  
14 solicitation of a towtruck company and includes without limitation, statements  
15 and representations made in a newspaper, telephone directory or other  
16 publication, radio, television, electronic medium or contained in any notice,  
17 handbill, business card, sign, catalog, billboard, brochure, poster or letter.
- 18 3. **Applicant** shall mean any person who applies for an operating permit or with  
19 Palm Beach County. In the case of partnerships, associations, corporations and  
20 other legal entities, "applicant" shall also mean any member of a partnership and  
21 the corporate officers and directors.
- 22 4. **Authorized Driver/Agent** shall mean any person who is empowered to act on  
23 behalf of the vehicle/vessel owner or lien holder.
- 24 5. **Commission** shall mean the Board of County Commissioners of Palm Beach  
25 County, Florida.
- 26 6. **Compensation** shall mean the exchange of goods or services for money,  
27 property, service or anything else of value.
- 28 7. **Consent Tow** shall mean the recovery, towing and storage of a vehicle or vessel  
29 with the authorization/consent of the vehicle/vessel owner or authorized driver.
- 30 8. **Consent Tow Company** shall mean a person(s) who tows a motor vehicle/vessel

1 with the authorization/consent of the vehicle/vessel owner or authorized  
2 driver/agent.

3 9. **Consent-Only Towing Operating Permit** shall mean the authority required by  
4 the provisions of this Ordinance of any individual or towing company engaging in  
5 the business of performing consent-only towing of vehicles/vessels.

6 10. **Commercial Towing Company** shall mean any person or business entity which  
7 tows or recovers vehicles/vessels commercially which results in compensation  
8 from the sale or resale of vehicles/vessels or salvaged parts.

9 11. **Director** shall mean the Division Director, or his or her designee.

10 12. **Division** shall mean the Consumer Affairs Division designated to implement,  
11 enforce and monitor this Ordinance.

12 13. **Duly Authorized Agent** shall mean a person designated by and acting on behalf  
13 of a real property owner per contractual agreement to request Private Property  
14 Impounds. The duly authorized agent shall have no affiliation with the towtruck  
15 company providing the towing service. The real property owner shall only  
16 appoint duly authorized agents which have a direct connection to the property  
17 (i.e., board member, employee of the property management company or  
18 home/condo owner's association, employee of the real property owner or state of  
19 Florida licensed security agency contracted by the real property owner or  
20 manager).

21 14. **Employee** shall mean a person who is compensated financially for a period of not  
22 less than twenty (20) hours per week and who performs all of his/her employment  
23 functions on the property of the employer or management company and is issued  
24 an annual federal tax statement of earnings (W-2Form).

25 15. **Extra Time at Scene/Labor** shall mean any extra time beyond one-half hour,  
26 needed to safely remove a vehicle or vessel and shall also include the amount of  
27 time spent at a scene when a towtruck has been summoned and is on scene but  
28 unable to proceed through no fault of the towtruck operator. All extra time/labor  
29 shall be documented by the towtruck driver and shall include the name of the law  
30 enforcement agency and the law enforcement agency case number or the officer's  
31 name and badge number. The documentation shall also include a detailed



1 explanation of the services rendered which necessitated the charges and if  
2 possible photographs of the scene. Extra time/labor shall be charged in 15-minute  
3 increments.

4 16. **Good Faith Effort** shall mean that required steps have been performed by the  
5 towtruck company according to Florida Statute 713.78, Section (4) (d) to locate  
6 the vehicle/vessel owner or lien holder.

7 17. **Gross weight** shall mean the weight of a towtruck in pounds plus the weight of  
8 the vehicle(s)/vessel(s) and contents being towed.

9 18. **License** shall mean the Business Operating Permit, Certificate or document which  
10 allows a person to engage in Palm Beach County in the activity of recovering,  
11 towing, removing, and storing of vehicles and/or vessels for compensation. As  
12 used in this article, a license shall not mean a municipal or county Business Tax  
13 Receipt.

14 19. **Light Reflective Sign** shall mean an 18 inch wide by 24 inch high sign made of  
15 aluminum (at least .040 thickness) or fiber reinforced plastic (at least .090  
16 thickness). The entire background surface and all lettering must at a minimum be  
17 Type 1 Engineered Grade Sheeting (ASTM D4956-01) or 3M Engineer Grade  
18 Prismatic Reflective Sheeting Series 3430 (or equivalent). The letters may be  
19 screen printed on the Type 1 sheeting using a compatible transparent ink so that  
20 the retroreflection is maintained and visible.

21 20. **Mechanical Connection** shall mean any type of physical connection between a  
22 vehicle or vessel to be towed and the towtruck/flatbed truck/car carrier and  
23 includes the use of devices for maneuvering unattended vehicles/vessels unable to  
24 be safely moved by conventional winching or towing equipment.

25 21. **Non-consent Tow** shall mean the recovery, towing, removal and storage of a  
26 vehicle or vessel without authorization of the vehicle/vessel owner or authorized  
27 driver and shall include both "Police Directed Tows" and "Private Property  
28 Impounds" as defined herein.

29 22. **Non-Consent Towing Company** shall mean person(s) who perform "Police  
30 Directed Tows" or "Private Property Impounds" as defined herein.

31 23. **Operate** shall mean providing the services of recovering, towing, or removing

- 1 vehicles or vessels and any vehicle/vessel storage services associated therewith.
- 2 24. **Operator** shall mean any person who provides the services of recovering, towing,  
3 or removing vehicles and any vehicle storage services associated therewith and  
4 includes without distinction the owning entity of a towing firm and the driver of a  
5 tow truck.
- 6 25. **Person** shall mean any natural person, firm, partnership, association, corporation  
7 or other entity of any kind whatsoever.
- 8 26. **Place of business** shall mean the towtruck company that provides towing,  
9 removal, recovery and storage services.
- 10 27. **Police Directed Tow** shall mean the removal and storage of a wrecked or  
11 disabled vehicles at the direction of police/law enforcement from an accident  
12 scene or the removal and storage of a vehicles in the event the vehicle owner or  
13 authorized driver is incapacitated, unavailable, or otherwise does not consent to  
14 the removal of the vehicle, excepting, however, all incidents of "Private Property  
15 Impounds" as herein defined below.
- 16 28. **Prior Express Instruction** shall mean a clear, definite and explicit request: a)  
17 made by a police agency to recover, tow, remove, or store a specific and  
18 individual vehicle or vessel which is disabled, abandoned, or parked without  
19 authorization or whose vehicle/vessel owner or authorized driver is unable or  
20 unwilling to remove the vehicle; or b) made in writing by a real property owner or  
21 duly authorized agent of the real property owner, as specifically referenced on the  
22 written contract between the real property owner and towtruck company, to  
23 recover, tow, remove and store a specific and individual vehicle or vessel parked  
24 without permission of the real property owner. The towtruck company, an  
25 employee or agent thereof shall not be the designated agent of the real property  
26 owner for the purpose of providing prior express instruction to recover, tow,  
27 remove or store the vehicle or vessel.
- 28 29. **Private Property Impound** shall mean towing or removal of a vehicle or vessel,  
29 without the consent of the vehicle/vessel's owner or authorized driver when that  
30 vehicle/vessel is parked on real property, as authorized by Section 715.07, Florida  
31 Statutes, as may be amended.

- 1           30.   **Proof of Ownership for Vehicle/Vessel Release** shall mean that one or more of  
2                   the following documents are required along with a government issued photo  
3                   identification:
- 4                   a.     Current vehicle registration;
- 5                   b.     Vehicle Title;
- 6                   c.     An authorized driver/agent with a notarized release from the  
7                             vehicle/vessel owner or lien holder. Vehicle/Vessel owners have the right  
8                             to identify/approve designated agents to claim vehicles on their behalf. A  
9                             facsimile or electronic transfer of a notarized release statement from the  
10                            vehicle/vessel owner shall be accepted;
- 11                  d.     Insurance Card with the vehicle/vessel owner's information, vehicle  
12                             description and Vehicle Identification Number;
- 13                  e.     Licensed Dealer in possession of an auction buyers sales invoice; and/or
- 14                  f.     A notarized bill of sale for non-titled vehicles or vessels.
- 15                   If the owner of the vehicle has had his/her Florida driver's license confiscated by  
16                   law enforcement and has no other government issued photo identification then at  
17                   least one of the following forms of identification shall be accepted: an itemized  
18                   voucher/property receipt from an arresting law enforcement agency, a booking or  
19                   arrest record, or original citation from a law enforcement agency all issued within  
20                   seven (7) days of the date the vehicle was towed.
- 21           31.   **Real Property Owner** shall mean that person who exercises dominion and  
22                   control over real property, including but not limited to, the legal titleholder,  
23                   lessee, designated representative of a condominium or homeowner's association  
24                   or any person authorized to exercise or share dominion and control over real  
25                   property; provided, however, that "real property owner" shall not mean or include  
26                   a person providing towing services within the purview of this Ordinance.
- 27           32.   **Recover** shall mean to take possession of a vehicle or vessel and its contents and  
28                   to exercise control, supervision and responsibility over it.
- 29           33.   **Recovery** shall mean the removal of a vehicle or vessel from an area not readily  
30                   accessible to a roadway (i.e., within a standard cable length).
- 31           34.   **Remove** shall mean to change the location of a vehicle by towing it.



- 1           35.   **Revoke** shall mean to annul and make void the operating permit of a towtruck  
2                   company engaged in providing towing services.
- 3           36.   **Storage** shall mean to place and leave a towed vehicle or vessel at a location  
4                   where the person providing the towing services exercises control, supervision and  
5                   the responsibility over the vehicle.
- 6           37.   **Storage facility** shall mean the location where towed vehicles or vessels are  
7                   stored.
- 8           38.   **Tow** shall mean to haul, draw or pull along a vehicle or vessel by means of a  
9                   towtruck equipped with booms, car carriers, winches or similar commercially  
10                  manufactured equipment.
- 11          39.   **Towing** shall mean the act of moving one vehicle or vessel from one point to  
12                  another (including hook-up, lift, and transport) using what is commonly referred  
13                  to as a tow truck or a car carrier.
- 14          40.   **Towing Operating Permit** shall mean the authority required by the provisions of  
15                  this Ordinance of any individual or towing company engaging in the business of  
16                  both non-consent and consent towing of vehicles/vessels.
- 17          41.   **Towtruck** shall mean any vehicle used to tow, haul, carry or to attempt to tow,  
18                  haul or carry a vehicle or vessel.
- 19          42.   **Towtruck Company** shall mean any person, company, corporation, or other  
20                  entity, which engages in, owns or operates a business which provides towing,  
21                  recovery, removal and storage of vehicles or vessels for compensation.
- 22          43.   **Towtruck Decal** shall mean a decal placed upon any towtruck granted approval  
23                  to provide non-consent towing services by the Division.
- 24          44.   **Towtruck Driver** shall mean the individual who is driving or physically  
25                  operating a towtruck for a towtruck company engaged in non-consent tows.
- 26          45.   **Unfair or deceptive trade acts or practices** shall mean unfair methods of  
27                  competition, unconscionable acts or practices and unfair deceptive acts or  
28                  practices in the conduct of any consumer transaction and shall include but are not  
29                  limited to the following:
- 30                  a.       Representations that goods or services have sponsorship, approval,  
31                          characteristics, ingredients, uses, benefits, or quantities which they do not

- 1                    have;
- 2                    b.     Representations that a person or towtruck company has a sponsorship,
- 3                    approval, status, affiliation or connection which he or she does not have;
- 4                    c.     Representations that goods are original or new if in fact they are not, or if
- 5                    they are deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 6                    d.     Representations that goods are of a particular standard, brand, quality,
- 7                    style, or model, if they are of another;
- 8                    e.     Representations that goods or services are those of another, if they are not;
- 9                    f.     Using deceptive representations or designations of geographic origin in
- 10                   connection with goods or services;
- 11                   g.     Advertising goods or services intending not to sell them as advertised;
- 12                   h.     Advertising goods or services with intent not to supply reasonable
- 13                   expectable public demand, unless the advertisement discloses a limitation
- 14                   of quantity;
- 15                   i.     Making false or misleading statements concerning the need for, or
- 16                   necessity of, any goods, services, replacements, or repairs;
- 17                   j.     Disparaging the goods, services, or business of another by false or
- 18                   misleading representations of fact;
- 19                   k.     Making false or misleading statements of fact concerning the reasons for
- 20                   the existence of, or amounts of price reductions;
- 21                   l.     Failing to return or refund deposits or advance payments for goods not
- 22                   delivered or services not rendered, when no default or further obligation of
- 23                   persons making such deposits or advance payments exists;
- 24                   m.     Taking consideration for goods or services intending not to deliver such
- 25                   goods or perform such services, or intending to deliver goods or provide
- 26                   service materially different from those contracted for, ordered or sold;
- 27                   n.     Offering gifts, prizes, free items, or other gratuities, intending not to
- 28                   provide them as offered in connection with a sale of goods or services to a
- 29                   consumer;
- 30                   o.     Making false or misleading statements concerning the existence, terms, or
- 31                   probability of any rebate, additional goods or services, commission, or

- 1 discount offered as an inducement for the sale of goods or services;
- 2 p. Using physical force, threat of physical force, or coercion in dealing with
- 3 consumers;
- 4 q. Any violation of the Florida Deceptive and Unfair Trade Practices Act,
- 5 Section 501.201 et seq., Florida Statutes.
- 6 46. **Vehicle** shall mean an automobile, truck, bus, trailer, motorcycle, moped,
- 7 motorized scooters, recreational unit primarily designed as temporary living
- 8 quarters which either has its own motive power or is drawn by another vehicle, or
- 9 any other mobile item using wheels and being operated on the roads of Palm
- 10 Beach County, which is used to transport persons or property and is propelled by
- 11 power other than muscular power; provided, however, that the term does not
- 12 include bicycles, traction engines, road rollers, commercial heavy equipment or
- 13 vehicles which run only upon a track.
- 14 47. **Vessel** shall mean every description of watercraft, barge and air boat used or
- 15 capable of being used as a means of transportation on water, other than a seaplane
- 16 or a “documented vessel” as defined in s.327.02, Florida Statutes.
- 17 48. **Vehicle or Vessel Owner** shall mean a person with the “Proof of Ownership”
- 18 described in this Ordinance.

19

20 **SECTION 3. Towtruck Class Specifications.**

21 All towing vehicles must meet the following requirements and be commercially manufactured

22 and meet all federal transportation and towtruck requirements.

23 A. Class A Ratings

24	Towtruck	
25	1. Minimum gross weight .....	14,500 lbs.
26	2. Minimum boom capacity .....	16,000 lbs.
27	3. Minimum winching capacity .....	8,000 lbs
28	4. Minimum cable size and length .....	3/8"X100'
29	5. Minimum wheel lift retracted rating .....	5,000 lbs.
30	6. Minimum wheel lift extended rating .....	4,000 lbs.
31	7. Minimum tow sling safe lift.....	3,500 lbs.
32	8. Minimum safety chains (2 each).....	5/16" grade 70
33	9. Minimum cab to axle dimension.....	60"
34		
35	Car Carrier	
36	1. Minimum gross weight .....	15,000 lbs.
37	2. Minimum deck capacity.....	10,000 lbs.

- 1 3. Minimum length..... 19'
- 2 4. Minimum winching capacity ..... 8,000 lbs.
- 3 5. Minimum cable size and length ..... 3/8"X50'
- 4 6. Minimum tie down chains (4 each) ..... 5/16" grade 80
- 5 7. Tie down straps (optional) (4 each)..... 2,000 lbs. each wheel
- 6 8. Minimum cab to axle dimension..... 120"
- 7
- 8 Light Duty – Non-Police Towing
- 9 1. Minimum gross weight... 9,500 lbs.
- 10 2. Minimum weight of towtruck ..... 4,000 lbs.
- 11 3. Minimum wheel lift extended rating ..... 2,500 lbs
- 12 4. Minimum cab to axle dimension..... 60"
- 13
- 14 B. Class B Ratings (Medium Duty)
- 15
- 16 Towtruck
- 17 1. Minimum gross weight ..... 19,000 lbs.
- 18 2. Minimum boom capacity ..... 24,000 lbs.
- 19 3. Minimum winching capacity ..... dual 12,000
- 20 4. Minimum cable size and length ..... 7/16" x 150'
- 21 5. Minimum wheel lift retracted rating ..... 10,500 lbs.
- 22 6. Minimum wheel lift extended rating ..... 6,500 lbs.
- 23 7. Minimum tow sling safe lift..... 3,500 lbs.
- 24 8. Minimum safety chains (2 each)..... 3/8" grade 80
- 25 9. Minimum cab to axle dimension..... 96"
- 26 10. Required State DOT Registration
- 27
- 28 Car Carrier
- 29 1. Minimum gross weight ..... 22,500 lbs.
- 30 2. Minimum deck capacity..... 10,000 lbs.
- 31 3. Minimum wheel lift capacity for 2<sup>nd</sup> vehicle ..... 4,000 lbs.
- 32 4. Minimum length..... 19'
- 33 5. Minimum winching capacity ..... 8,000 lbs.
- 34 6. Minimum cable size and length ..... 3/8"X50'
- 35 7. Minimum tie down chains (4 each) ..... 5/16" grade 80
- 36 8. Tie down straps (optional) (4 each) ..... 2,000 lbs. Each wheel
- 37 9. Minimum cab to axle dimension..... 120"
- 38 10. Required State DOT Registration
- 39
- 40 C. Class C Towtruck - Ratings (Heavy Duty)
- 41 1. Minimum gross weight ..... 33,000 lbs.
- 42 Air brakes, all tires H rated, capacity must
- 43 equal axle rating. Device required to control
- 44 disabled vehicle's brakes.
- 45 2. Minimum boom capacity ..... 50,000 lbs.
- 46 3. Minimum winching capacity ..... 50,000 lbs.
- 47 4. Minimum cable size and length ..... 5/8"X150'
- 48 5. Minimum wheel lift retracted rating ..... 40,000 lbs.
- 49 6. Minimum wheel lift extended rating ..... 12,000 lbs.
- 50 7. Minimum tow Bar ..... 10,000 lbs.
- 51 8. Minimum safety chains (2 each)..... 1/2" grade 80
- 52 9. Minimum cab to axle dimension..... 156"
- 53 10. Required State DOT Registration
- 54
- 55 D. Class D. Towtruck - Ratings (Ultra Heavy Duty)
- 56 1. Minimum gross weight ..... 58,000 lbs.
- 57 Air brakes, all tires H rated, capacity must
- 58 equal axle rating. Device required to control
- 59 disabled vehicle's brakes. Tandem axles required.
- 60 2. Minimum boom capacity. .... 100,000 lbs.
- 61 3. Minimum winching capacity. .... 100,000 lbs.

- 1           4.     Minimum cable size and length ..... 3/4"X250'
- 2           5.     Minimum wheel lift retracted rating ..... 40,000 lbs.
- 3           6.     Minimum wheel lift extended rating ..... 15,000
- 4           7.     Minimum heavy-duty towbar rating ..... 10,000 lbs.
- 5           8.     Minimum safety chains (2 each).....1/2" grade 80
- 6           9.     Minimum cab to axle dimension..... 18'
- 7          10.    Required State DOT Registration
- 8

9     **SECTION 4. Operating Permit Required.**

- 10    A.     Towing: It shall be unlawful for any person to recover, tow, remove or store a
- 11           vehicle/vessel for compensation in Palm Beach County or to cause or permit any other
- 12           person for compensation to recover, tow, remove or store a vehicle/vessel in Palm Beach
- 13           County. It shall also be unlawful ~~or~~ to advertise said services without first obtaining and
- 14           maintaining a current and valid operating permit pursuant to the provisions of this
- 15           Ordinance. A person conducting non-consent tows in Palm Beach County but having
- 16           his/her primary place of business outside of Palm Beach County shall be required to
- 17           obtain an Operating Permit and shall be subject to all the provisions of this Ordinance.
- 18    B.     Nothing in this Ordinance shall be construed to prohibit the discharge or storage of a
- 19           vehicle lawfully recovered, towed or removed in another county and lawfully transported
- 20           into Palm Beach County; nor shall anything in this Ordinance be construed to prohibit a
- 21           vehicle owner or authorized agent from requesting the services of a towing business not
- 22           regularly doing business in Palm Beach County (i.e., routinely, contracted, etc.) to tow or
- 23           transport such vehicle out of Palm Beach County.
- 24    C.     The provisions of this Ordinance shall not apply to governmental agencies, vehicle rental
- 25           companies which tow their own vehicles, to businesses utilizing trucks capable of
- 26           transporting five (5) or more vehicles at one time, or to persons who use towing vehicles
- 27           to transport their vehicles solely for personal, family, household or recreational use.
- 28

29     **SECTION 5. New Applications/Renewals and Issuance of Operating Permit;**

30     **Fees.**

31

- 32    A.     The Division shall issue either a Towing Operating Permit or a Consent-Only Towing
- 33           Operating Permit to towtruck companies which have met the standards and requirements
- 34           for an operating permit as provided for in this Ordinance.
- 35    B.     Every application/renewal for an operating permit shall be in writing, signed and verified



by the applicant, and filed with the Division. The application/renewal shall be on a form prescribed by the Division and shall contain information, including but not limited to:

1. Sufficient information to identify the applicant, including but not limited to, full legal name, date of birth, telephone numbers, the place of business and residence addresses, a copy of the applicant's Palm Beach County Business Tax Receipt and Florida driver's license number. If the applicant is a corporation, the foregoing information shall be provided for each corporate officer, director, registered agent and shareholder. If the applicant is a partnership, the foregoing information shall be provided for each general and limited partner. Post office box addresses shall not be accepted.
2. Documentation demonstrating that all corporate or partnership applicants are qualified under the laws of Florida to do business under the trade name or names under which it has applied for an operating permit.
3. A list of all persons with any ownership interest in the company who have previously been denied an operating permit from this or any other jurisdiction.
4. Verification of the business' current corporate status and Fictitious Name Registration (if applicable) with the State of Florida.
5. Any trade name under which the business operates, intends to operate, or has previously operated.
6. The location and physical addresses of all places of business including storage facilities.
7. A description of services proposed to be provided, including, but not limited to, days and hours of operation and types of towing and storage services to be provided.
8. Proof of insurance as required in Section 7 (Insurance Requirements) of this Ordinance. As proof of insurance, a certificate of insurance must be submitted on the company's behalf directly to the Division by the insurance company or agent.
9. A signature of each individual applicant, president or vice-president of a corporation and of all the general and limited partners of a partnership having 25 percent or greater ownership in the company.
10. The submission of a statement assuring that each towtruck is commercially

1 manufactured, meets the specifications listed herein, is in safe operating condition  
2 and receives routine service/maintenance.

3 11. An agreement on the part of the applicant to abide by the provisions of this  
4 Ordinance and the laws of the State of Florida.

5 12. Such additional information required by the Division to process the  
6 application/renewal.

7 C. The Division shall review and investigate each application/renewal of an operating  
8 permit and shall deny any application/renewal that is incomplete or untrue in whole or in  
9 part, or which fails in any way to meet the requirements of this Ordinance including but  
10 not limited to the following:

11 1. The applicant has been convicted of, found guilty of, or pled guilty or nolo  
12 contendere to, regardless of the adjudication of guilt, within the last ten (10) years  
13 involving: repossession of a motor vehicle under Chapter 493, F.S., repair of a  
14 motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor vehicle under s.  
15 812.014, F.S., carjacking under s. 812.133, F.S., operation of a chop shop under s.  
16 812.16, F.S., failure to maintain records of motor vehicle parts and accessories  
17 under s. 860.14, F.S., airbag theft or use of fake airbags under s. 860.145 or s.  
18 860.146, overcharging for repairs and parts under 860.15, F.S., or violation of the  
19 towing or storage requirements for a motor vehicle under s. 321.051, F.S.,  
20 Chapter 323, F.S., s. 713.78, F.S., s. 715.07, F.S., or any felony where use of a  
21 vehicle was involved in theft of property. In the case of a corporate or partnership  
22 applicant, all corporate officers and directors, or partners shall provide all such  
23 information, as the case may be.

24 2. Any unsatisfied civil fines or penalties arising out of an administrative or  
25 enforcement action brought by the Division (including any Cease and Desist  
26 Orders and/or Assurances of Voluntary Compliance issued by the Division) or  
27 another governmental agency based upon conduct involving a violation of this  
28 Ordinance or other towing regulations.

29 3. Any criminal, administrative, or enforcement proceeding in any jurisdiction based  
30 upon conduct involving a violation of this Ordinance or other towing regulations.

31 This paragraph shall apply to consent-only towing companies when such

- 1                   proceedings from other jurisdictions relate to public safety.
- 2           4.     Any unsatisfied judgments entered in an action brought by the Division under this
- 3                   Ordinance.
- 4           5.     Has had its operating permit previously revoked by action of the Division or any
- 5                   other jurisdiction within two (2) years of the date of application. This paragraph
- 6                   shall apply to consent-only towing companies when such proceedings relate to
- 7                   public safety.
- 8   D.    All towtruck companies which desire to operate in Palm Beach County must secure an
- 9           operating permit and follow the permitting procedures described in this section prior to
- 10          conducting business. If there are six months or less remaining before the annual renewal
- 11          period, the non-refundable fee for the operating permit shall be fifty (50) percent of the
- 12          approved fee, otherwise all other fees are applicable.
- 13   E.    Each operating permit and towtruck decal issued pursuant to this section shall be valid
- 14          and effective for one (1) year, terminating on December 31 of each year. Failure to
- 15          submit an operating permit application and the required non-refundable fee for renewal
- 16          by September 30 of each year will result in the assessment of a non-refundable late fee.
- 17          All fees shall be established by a resolution of the Commission.
- 18   F.    Towtruck companies failing to submit a complete and true application within thirty (30)
- 19          calendar days after the Division's receipt of the application shall be denied an operating
- 20          permit. Within ten (10) business days of receipt of the Division's notice of denial, such
- 21          towtruck companies may refile a complete and true application and pay a non-refundable
- 22          application re-filing fee established by a resolution of the Commission. Failure to refile
- 23          an application within this ten (10) day period will result in the towtruck company being
- 24          required to submit a new application and repaying the non-refundable application permit
- 25          fee and applicable towtruck decal fees. The failure to refile and pay the required fees
- 26          will result in the denial of the operating permit application for that licensing period.
- 27   G.    After initial application and upon renewal, the applicant shall submit to a background
- 28          investigation every other year.
- 29   H.    Each operating permit shall be printed on a certificate containing, at a minimum, the
- 30          name and address of the company, the name of the principal, the dates the operating
- 31          permit is in effect, and the identifying number assigned by the Division to the company.

1       The operating permit certificate issued by the Division shall remain the property of Palm  
2       Beach County and shall be used only under the authority of the Division.

3    I.     All operating permits shall be renewed annually. As a part of the renewal process, the  
4       original application shall be updated and verified by the applicant. Each updated renewal  
5       application shall be accompanied by a non-refundable fee. All operating permits which  
6       are not renewed shall automatically expire upon the expiration date of the operating  
7       permit, as stated on the operating permit, and all recovery, towing, removing and storage  
8       services permitted shall cease immediately. The Division shall deny each renewal  
9       application that is not timely, is incomplete, is untrue in whole or in part, is  
10      unaccompanied by the required fees, or results in a determination by the Division that the  
11      applicant has failed to satisfy the requirements of this Ordinance.

12   J.     An operating permit issued or renewed pursuant to the provisions of this section shall not  
13      be transferable, nor shall the ownership structure of the operating permit be so modified  
14      as to constitute a change in the control or ownership of the operating permit. If the  
15      business changes its name or ownership structure, a new business permit application and  
16      the business application permit fee shall be submitted to the Division within forty-five  
17      (45) days of said change. In cases where the name of the business changes, the new  
18      business will be required to have each vehicle inspected and must also pay decal/vehicle  
19      fees.

20   K.     Failure to comply with the provisions of this section may result in denial of an operating  
21      permit, revocation or suspension of the operating permit, a denial of renewal of such  
22      operating permit, issuance of a civil citation, a criminal conviction and/or other such  
23      remedies available to the Division herein.

24   L.     All fees collected shall be deposited in a separate County fund for the Division's  
25      operation.

26   M.     Start-Up: The Board of County Commissioners may adjust the operating permit fees,  
27      decal fees and the deadline for submitting applications if the initial licensing period is  
28      less than a full year after the effective date of this Ordinance. Towtruck companies  
29      which were issued 2010 operating permits prior to the effective date of this Ordinance  
30      shall not be required to pay any increase or additional fees implemented through the  
31      approval of this Ordinance for the start-up year.

**SECTION 6. Inspection of Storage Yards and Public Offices Required.**

A. Prior to the issuance of an operating permit, the Division shall inspect each storage facility and public office area to assure compliance with this Ordinance and the following:

B. Non-Consent Towing Storage facilities must meet the following requirements:

1. Adequate chain-link or solid-wall fencing that has a minimum height of six (6) feet with lockable and secure gates surrounding the storage facility.  
(713.78(7)(b)1), F.S.
2. At least ten (10) feet by twenty (20) feet of outdoor storage space for each standard vehicle/vessel (more for larger vehicles). The facility must be able to accommodate a minimum of ten (10) standard size vehicles. For towing companies unable to provide outdoor storage, an indoor facility must be provided with the same space for a minimum of ten (10) standard size vehicles and must use one or more of the security methods defined herein. Towing companies which provide only indoor storage shall not exceed the maximum allowable outdoor storage rates established by the Commission.
3. At least ten (10) feet by twenty (20) feet of indoor storage space for each standard vehicle/vessel. The indoor storage space must adequately protect the vehicle from natural (i.e., rain, hail, etc.) and man-made (i.e., paint, chemicals, etc.) elements, be isolated to prevent contact with unapproved personnel/public and be placed in such a manner to prevent damage by any other means. Indoor storage space shall be adequately vented to the outside to prevent accumulation of toxic fumes or gases that may pose a threat to human health. The indoor facility must be able to accommodate a minimum of at least two standard size vehicle.
4. Illuminate the storage facility with lighting of sufficient intensity to reveal persons and vehicles/vessels at a distance of 150 feet during nighttime.  
(713.78(7)(b)2), F.S.
5. Each storage facility must use one or more of the following security methods to discourage theft of vehicles/vessels or of any personal property contained in such



- 1 vehicles/vessels:
- 2 a. A night dispatcher or watchman remaining on duty at the storage facility
- 3 from sunset to sunrise;
- 4 b. A guard dog (as licensed and approved by the Palm Beach County Animal
- 5 Care & Control Division) which remains at the storage facility from sunset
- 6 to sunrise;
- 7 c. Security cameras or other similar electronic surveillance devices which
- 8 monitor and record activities in the storage facility during the hours the
- 9 business is closed to the public; or
- 10 d. A licensed security guard service which examines/patrols the storage
- 11 facility at least once each hour from sunset to sunrise. (713.78(7)(b)3),
- 12 F.S.
- 13 6. An appropriate office area protected from the weather and equipped with a wired
- 14 telephone system and approved sanitary facilities in accordance with the
- 15 requirements of Chapter 64E-10, FAC.

16 C. By resolution, the Commission may establish a storage yard inspection fee.

17

18 **SECTION 7. Insurance Requirements.**

- 19 A. It shall be unlawful for any towtruck company to recover, tow, or remove a
- 20 vehicle/vessel or to provide vehicle/vessel storage services in connection therewith until
- 21 that company has filed with the Division and maintains in effect, the following types of
- 22 commercial insurance: auto liability for each vehicle, general/garage liability, on-hook
- 23 cargo liability and worker's compensation (as required by state law). The Board shall
- 24 establish the minimum insurance limits by resolution for each insurance type.
- 25 B. All insurance policies required shall be issued by insurance companies licensed and
- 26 admitted to write commercial liability insurance in the State of Florida. No policy shall
- 27 be accepted which is less than a six (6) month duration. Each policy shall be endorsed to
- 28 provide for thirty (30) days written notice to the Division of any non-renewal of the
- 29 policy or at least ten (10) days written notice to the Division of any cancellation/non-
- 30 payment of the policy.

1 C. A properly completed Certificate of Insurance evidencing all insurance coverages shall  
2 be made available to the Division upon application for an operating permit. Each vehicle  
3 must be listed on the certificate(s) by its year, make and vehicle identification number.

4 Certificates of Insurance must contain the following name and address as Certificate  
5 Holder:

6 Board of County Commissioners of Palm Beach County  
7 c/o Division of Consumer Affairs  
8 50 South Military Trail  
9 West Palm Beach, FL 33415

10  
11 Evidence of the renewal of the policy shall be filed with the Division prior to such  
12 policy's expiration date. Failure to file such evidence of insurance, or failure to have  
13 same in full force and effect, may result in denial of a permit, revocation or suspension of  
14 the permit, a denial of renewal of such permit, issuance of a civil citation, a misdemeanor  
15 charge or other such remedies available to the Division herein.

16 D. The Division may deny, suspend or revoke the operating permit of any company for  
17 failure to obtain or maintain insurance as required by this Ordinance. Any company  
18 which submits false or fraudulent insurance documents shall be subject to immediate  
19 denial or revocation. Such companies shall not be eligible to reapply for a business  
20 permit for five (5) years. The Division shall notify the State Department of Financial  
21 Services/Division of Insurance Fraud for follow-up investigation and review. Upon  
22 denial, suspension or revocation of the business permit, the company shall be entitled to  
23 an appeal according to the provisions in Section 27 (Hearings and Appeals).

24 E. The Division shall suspend the operating permit of any company which fails to ensure  
25 that each and every registered vehicle associated with the company has:

- 26 1. A current certificate of insurance provided to the Division by the authorized agent  
27 or insurance company no later than the date of expiration of its previous policy, or
- 28 2. A reinstatement notice provided to the Division no later than the date of  
29 cancellation of said policy.
- 30 3. Any company which has had its business permit suspended more than two (2)  
31 times in any twelve (12) month period may have such permit revoked for a period  
32 of 1 year.

33 F. An "administrative insurance reactivation" fee established by resolution of the Board,

1 shall be assessed all towtruck companies that are suspended pursuant to paragraph D  
2 above. The suspension shall not be withdrawn until the fee is paid to the Division.

3

4 **SECTION 8. Towtruck Registration; Towtruck Standards; Decals.**

5 A. It shall be unlawful to recover, tow or remove a vehicle/vessel or to store it in connection  
6 therewith unless the towtruck used to provide such service displays in the lower left  
7 corner (driver side) of the front window a current decal issued by the Division. The  
8 towtruck decal remains the property of the Division and can be used only under the  
9 authority of the Division.

10 B. The Division is authorized to issue current towtruck decals for each separate towtruck  
11 upon application by the towtruck company and completion or satisfaction of the  
12 following:

13 1. Inspection by personnel authorized by the Division to ensure that the towtruck  
14 clearly displays the company name on the exterior of the driver and passenger  
15 sides in permanently affixed letters in contrasting colors at least three (3) inches  
16 high. The physical address of the business, telephone number and operating  
17 permit number must be in at least one (1) inch permanently affixed letters in  
18 contrasting colors on the exterior driver and passenger sides.

19 2. Submission of an affidavit to the Division assuring that each towtruck is  
20 commercially manufactured and meets the specifications listed in Section 3  
21 (Towtruck Class Specification) of this Ordinance and is in safe operating  
22 condition.

23 3. An application form prepared by the Division and completed by the towtruck  
24 company, which correctly indicates the year, make, model, vehicle identification  
25 number, and the State of Florida motor vehicle license plate number and the  
26 expiration date of the license plate of the towtruck. A copy of the State of Florida  
27 Vehicle Registration shall be provided for each vehicle to be registered/permitted  
28 with the Division.

29 4. Payment of a non-refundable decal fee established by resolution of the  
30 Commission and deposited and used in the same manner as other fees and charges

1 under this Ordinance.

2 5. Inspection of the towtruck by personnel authorized by the Division to ensure that  
3 the towtruck meets the minimum towtruck signage requirements and safety and  
4 equipment standards. The minimum safety requirements for all towtrucks shall  
5 be:

- 6 a. Compliance with Section 3 (Towtruck Class Specification) of this  
7 Ordinance;  
8 b. Vehicle and towing apparatus in safe operating condition pursuant to  
9 Chapter 316, F.S;  
10 c. Tire conditions and tread;  
11 d. Braking performance;  
12 e. Lights – head, parking, rear, signal and flood;  
13 f. Amber emergency lighting;  
14 g. Fire extinguisher;  
15 h. Safety Equipment – Flares, light reflective safety cones or red triangle  
16 highway warning reflectors; and  
17 i. Flashlight.

18 Towtrucks used exclusively for Police Directed tows shall be required to also  
19 have the following:

- 20 a. “Oil Dry” or its equivalent; and  
21 b. Equipment – crowbar/pryer, jumper cables, bolt cutters, 4-way lug  
22 wrench, extra tow chain, five (5) gallon trash receptacle, fire axe, heavy  
23 duty push broom and shovel.

24 C. It shall be unlawful for any towtruck company to alter or transfer ownership of any decal.  
25 If a towtruck is destroyed or sold, the towtruck company must remove said decal and  
26 surrender the remains to the Division.

27 D. Any additional towtrucks must comply with this Section prior to being used for recovery,  
28 towing or removal of any vehicle/vessel. Upon compliance with this Section, additional  
29 towtrucks acquired during the licensing year will receive a decal at a prorated fee. The  
30 prorated fee shall be fifty (50) percent of the regular decal fee if there are six months or  
31 less remaining before the annual renewal period.

- 1 E. Decals shall be issued in numerical order and each decal issued shall display its assigned  
2 number. Decals shall be issued annually when the operating permit is renewed.
- 3 F. The decal for each towtruck shall be affixed by personnel authorized by the Division and  
4 shall at all times be displayed and available for inspection by any law enforcement officer  
5 or by personnel authorized by the Division to perform enforcement duties.
- 6 G. Replacement or duplicate decals may be authorized by the Division upon the completion  
7 of an application and notarized statement of the towtruck company stating that such  
8 replacement or duplicate decal is necessary and stating the reasons for such request,  
9 along with a nominal charge to be approved by resolution of the Commission.
- 10 H. A towing company which has towtrucks inspected by a municipality or law enforcement  
11 agency that meet the inspection requirements of this Ordinance, shall be exempt from the  
12 inspection requirements herein as long as the inspection took place within ninety (90)  
13 days of the required Division inspection. However, all towtrucks operating pursuant to  
14 this Ordinance shall be registered with the Division and meet the vehicle safety  
15 requirements of this Ordinance.
- 16

17 **Section 9. Inspection Procedures and Requirements.**

- 18 A. The Division shall conduct storage facility and individual towtruck inspections upon the  
19 completion and submittal of all application requirements by each towtruck company.
- 20 The Division will provide written notification (fax or electronic notification acceptable)  
21 to the towtruck company of the need for inspection of storage facilities and all towtrucks.
- 22 1. Within five (5) business days of notification, the towtruck company shall contact  
23 the Division to schedule an appointment for inspection. Said inspection shall be  
24 completed within twenty (20) business days after the towtruck company contacts  
25 the Division to schedule the inspection. If the towtruck company does not  
26 schedule the inspection within five (5) business days of notification, then prior to  
27 inspection, an inspection late fee established by resolution of the Commission  
28 must be paid to the Division. Failure to schedule the appointment following  
29 initial notification by the Division within the five (5) day time period shall result  
30 in the denial of the operating permit and a requirement that the operating permit



1 application be resubmitted along with applicable non-refundable operating permit  
2 application re-filing fees established by resolution of the Commission.

3 2. If the towtruck company cancels the inspection, a cancellation fee must be paid to  
4 the Division prior to inspection. Failure to reschedule the appointment within  
5 eleven (11) business days of the initial notification by the Division or to complete  
6 said inspection within twenty (20) business days after the appointment has been  
7 rescheduled, shall result in the denial of the operating permit and a requirement  
8 that prior to inspection, the operating permit application be resubmitted along  
9 with applicable non-refundable application re-filing fees established by resolution  
10 of the Commission. The applicant shall only be permitted one opportunity to  
11 reschedule the required inspections.

12 B. If a storage facility inspection reveals deficiencies (fails) and a reinspection is required,  
13 then a storage facility reinspection fee must be paid to the Division. The fee is to be  
14 established by the Commission by resolution. Within five (5) business days of  
15 notification, the towtruck company shall contact the Division to schedule an appointment  
16 for reinspection. Said reinspection shall be completed within twenty (20) business days  
17 after the towtruck company contacts the Division to schedule the reinspection. Failure to  
18 complete said reinspection within twenty (20) business days after the appointment has  
19 been scheduled, shall result in the denial of the operating permit and a requirement that  
20 the application be resubmitted along with applicable non-refundable application re-filing  
21 fees established by resolution of the Commission.

22 C. Upon the Division's inspection of the storage facility and towtruck(s), if all towtrucks are  
23 not available/present, then the towtruck company shall bring the unavailable truck(s) to  
24 the Division's designated inspection site within five (5) business days by appointment. If  
25 the towtruck(s) are not inspected within five (5) business days, then a vehicle inspection  
26 late fee must be paid to the Division. The fee is to be established by the Commission by  
27 resolution.

28 D. If towtruck inspection reveals deficiencies (fails) and a reinspection is required, then the  
29 failed truck(s) are to be brought to the Division's designated reinspection site within 5  
30 business days by appointment. The vehicle reinspection fee shall be applied each time the  
31 individual towtruck fails the inspection process. If the towtruck is not reinspected within

1 five (5) business days, then a late vehicle reinspection fee must be paid to the Division.

2 E. Towtrucks that are out of service at the time of a scheduled vehicle inspection and are  
3 expected to be out-of-service longer than five (5) business days as well as towtrucks that  
4 have failed two (2) inspections will be red-tagged by the Division. A red-tag "out of  
5 service" decal will be applied to the vehicle by a Division employee and the vehicle may  
6 not be used for any business or towing purposes until such time as the vehicle is brought  
7 to the Division's designated site, inspected and approved for operation. Only Division  
8 employees may remove the red-tag decal.

9 F. It shall be unlawful to operate a towtruck which has failed to pass any critical item  
10 specified on any towtruck inspection performed by personnel authorized by the Division  
11 or has failed to correct other inspection deficiencies within the time period specified by  
12 the Division or is operating with safety deficiencies or without the proper insurance  
13 coverage. When a towtruck has failed to pass inspection or the owner has failed to  
14 correct such inspection deficiencies or the vehicle is operating with safety deficiencies or  
15 without the proper insurance coverage, personnel authorized by the Division shall affix to  
16 the lower left corner of the towtruck windshield a red tag "out of service" decal/notice. It  
17 shall be unlawful for the towtruck company or any other person other than personnel  
18 authorized by the Division to remove this notice from the windshield of the towtruck.  
19 This notice shall remain the property of the Division and Palm Beach County.

20 G. It is a violation of this Ordinance not to have storage facilities and towtrucks inspected  
21 according to the above requirements. Failure to pay the required fees is a violation of  
22 this Ordinance.

23  
24 **SECTION 10. Non-consent Manifest, Towing Invoice, or Tow Sheet.**

25 A. It shall be unlawful for any person providing nonconsent towing services to recover, tow  
26 or remove a vehicle/vessel or provide storage in connection therewith unless the person  
27 providing such service shall maintain in his possession a manifest, towing invoice, tow  
28 sheet or dispatch records which shall include, but not be limited to, the following  
29 information:

30 1. Name of the towtruck company and of the towtruck operator physically providing

- 1                   the service;
- 2           2.     Palm Beach County Decal number of the towing vehicle used to provide the
- 3                   service;
- 4           3.     Name, address and telephone number of the person requesting the service, except
- 5                   as provided in Section 14.E. (Non-consent Towing With Prior Express Instruction
- 6                   of Real Property Owner or Duly Authorized Agent and/or Law Enforcement
- 7                   Agency) of this Ordinance;
- 8           4.     Prior express instruction (signed and dated) of the real property owner provided in
- 9                   the presence of the towtruck driver recovering, towing or removing the
- 10                  vehicle/vessel except as provided in paragraph A. above.
- 11          5.     Date and time the towtruck arrived at the location where the service is to be
- 12                  performed;
- 13          6.     Date and time of release to vehicle/vessel owner or authorized agent;
- 14          7.     Location at which the service originated;
- 15          8.     Destination to which the vehicle/vessel being provided the service is taken and
- 16                  the time of arrival at the destination;
- 17          9.     Description of vehicle/vessel being provided the service, including make, model,
- 18                  year (if known), color, vehicle/vessel identification number (if visible) and license
- 19                  plate number, if any;
- 20          10.    Description of services provided;
- 21          11.    The total charges listed individually and specifically as well as the description of
- 22                  the services rendered;
- 23          12.    When an “extra time/labor at scene” charge is applied, the towtruck driver shall
- 24                  obtain and provide the name of the law enforcement agency and agency case
- 25                  number. In lieu of the case number, the badge number and name of the
- 26                  investigating law enforcement officer on the scene must be provided. A detailed
- 27                  explanation of the services rendered which necessitated the charges shall also be
- 28                  recorded and provided to the vehicle/vessel owner or representative upon
- 29                  demand.
- 30          13.    The following disclosure in bold capitalized letters of at least 12-point type:

31                   **IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-**

1           CONSENT TOWS UNABLE TO BE RESOLVED BY THE  
2           TOWING COMPANY MANAGEMENT, CONTACT THE PALM  
3           BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST  
4           PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR  
5           BY INTERNET: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer).

6  
7           COMPANIES PERFORMING NON-CONSENT TOWS IN PALM  
8           BEACH COUNTY ARE REQUIRED TO ACCEPT ALL OF THE  
9           FOLLOWING FORMS OF PAYMENT:

- 10  
11           1. CASH, MONEY ORDER OR VALID TRAVELER'S CHECK;  
12           AND  
13           2. VALID BANK DEBIT/CREDIT CARD, WHICH SHALL  
14           INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR  
15           VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL  
16           OWNER OR AUTHORIZED DRIVER/AGENT; AND  
17           3. VALID PERSONAL CHECK SHOWING ON ITS FACE  
18           THE NAME AND FLORIDA ADDRESS OF THE  
19           VEHICLE/VESSEL OWNER OR AUTHORIZED  
20           DRIVER/AGENT.

21  
22       B.    Each original manifest, towing invoice, or tow sheet shall be available for inspection and  
23           a copy provided upon demand by law enforcement officers, by personnel authorized by  
24           the Division to perform enforcement duties or to the vehicle vessel owner or his/her  
25           authorized driver/agent.

26  
27    **SECTION 11. Advertisements.**

28    In all advertisements, towtruck companies performing non-consent towing services shall furnish  
29    the complete business address, telephone number and Palm Beach County Towing Operating  
30    Permit Number of said towtruck company. The Permit Number is not required in telephone  
31    directories where the publisher gratuitously provides a "business listing" with only the company  
32    name, address and phone number.

33  
34    **SECTION 12. Records Required.**

35    Each towtruck company shall maintain accurate and complete records including but not limited  
36    to, manifests, towing invoices, or tow sheets for services rendered. When photographs are taken  
37    of vehicles/vessels, the vehicle/vessel owner and the Division shall have access to such photos  
38    for the purpose of inspection and/or copying. Such records and photographs shall be maintained  
39    for at least three (3) years for services related to non-consent towing services and for one (1)  
40    year for services related to consent-only towing services. The Division shall be granted access  
41    to these records for inspection and/or copying, during regular business hours, upon 24-hours

1 prior notice. In the event, the Division is denied the opportunity to inspect and copy such  
2 records; the Division shall have the right to remove the records for the purpose of copying and  
3 shall return any records removed within three (3) calendar days. All records and information  
4 inspected and not copied shall be confidential, except that records may be copied and made  
5 public for the purpose of complaint investigations, operating permit suspension and/or  
6 revocation proceedings.

7  
8 **Section 13. Operating Permit Required to Do Business with the County.**

9 No person shall submit a bid, nor shall any contract be awarded, on any county contract or  
10 agreement to recover, tow, or remove vehicles/vessels or provide storage in connection with  
11 such services unless that person has a valid and current operating permit issued pursuant to this  
12 Ordinance. Nothing herein shall prevent the County from contracting for more stringent  
13 requirements than set forth in this Ordinance.

14  
15 **SECTION 14. Non-consent Towing With Prior Express Instruction of Real**  
16 **Property Owner or Duly Authorized Agent and/or Law Enforcement Agency.**  
17

18 In addition to the other requirements of this Ordinance, no towtruck company shall, for  
19 compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection  
20 therewith without the prior express instruction of the vehicle/vessel owner or authorized driver,  
21 except in accordance with the following:

22 A. Police Directed Tow: Non-consent towtruck companies may for compensation recover,  
23 tow or remove a vehicle/vessel based upon a police directed tow without the prior  
24 express instruction of the vehicle/vessel owner or authorized driver upon the prior  
25 express instruction of a law enforcement agency and in accordance with the terms of any  
26 contracts or agreements between the towtruck company and a governmental entity and/or  
27 law enforcement agency.

28 B. Private/Public Property Impound: Non-consent towtruck companies may for  
29 compensation recover, tow or remove a vehicle/vessel on a private/public property  
30 impound without the prior express instruction of the vehicle/vessel owner or authorized  
31 driver, upon the prior express instruction of the real property owner or his duly



1 authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked  
2 without authorization or whose vehicle/ vessel owner or authorized agent is unwilling or  
3 unable to remove the vehicle/vessel, provided that the requirements of this Ordinance are  
4 satisfied. The non-consent towtruck company recovering, towing or removing a  
5 vehicle/vessel shall, within thirty (30) minutes of completion of such towing or removal,  
6 notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel  
7 was parked of the nature of the service rendered, the name and address of the storage  
8 facility where the vehicle/vessel will be stored, the time the vehicle was secured to the  
9 towing vehicle, and the make, model, color and vehicle/vessel license plate number (if  
10 any). The non-consent towtruck company shall obtain the name of the person at the law  
11 enforcement agency to whom such information was reported and note that name on the  
12 trip record.

13 C. Except as otherwise provided in this Ordinance, every prior express instruction made in  
14 writing or in person shall indicate the date and time of the instruction and shall be signed  
15 by the law enforcement officer, or the real property owner/duly authorized agent in the  
16 physical presence of the towtruck company providing the service at the time the towing  
17 services are performed. The law enforcement officer or the real property owner/the duly  
18 authorized agent shall also print his/her full name. Prior Express Instruction  
19 (signed/printed name and date) must be provided on the manifest, towing invoice or tow  
20 sheet in the presence of the driver. Pre-authorization or post-authorization for prior  
21 express instruction is a violation of this Ordinance and shall result in the issuance of a  
22 citation and/or suspension or revocation of the operating permit.

23 D. Signing in the presence of the non-consent towtruck company/driver shall not be required  
24 for a prior express instruction made by the real property owner or authorized agent  
25 forwarded by facsimile transmission on a form provided by the Division. All other  
26 requirements of this Ordinance shall apply and the real property owner or duly authorized  
27 agent shall provide in the facsimile instruction the specific location (i.e., address, parking  
28 space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either  
29 the license tag number or the vehicle identification number (if available) prior to the  
30 vehicle/vessel being towed. Such facsimile instruction shall include the real property  
31 owner's or authorized agent's signature and printed or typed full name and title, as well

1 as an electronic confirmation or electronic stamp of the date and time the instruction was  
2 sent to the towtruck company. The towtruck company, in compliance with Section 12  
3 (Records Required) of this Ordinance, shall maintain copies of facsimile instructions.  
4 Failure of the non-consent towtruck company to act on a faxed instruction within twenty-  
5 four (24) hours of an expressed instruction from the property owner or designee shall  
6 require the issuance of a new facsimile or express authorization. Acting on an  
7 incomplete facsimile from the property owner is a violation of this Ordinance.

8 E. No non-consent towtruck company/driver shall pay or rebate money, or solicit or offer  
9 the rebate of money, or other valuable consideration in order to obtain the privilege of  
10 rendering towing services. The only exception is governmental franchise fees.

11 F. Except as otherwise provided in this Ordinance, no such prior express instruction shall be  
12 considered to have been given: 1) by the mere posting of signage as required by Sections  
13 15 (Notice Requirements for Providing Non-Consent Tow Services at Request of Real  
14 Property Owners) and 18 (Maximum Non-Consent Towing and Storage Rates for Non-  
15 Consent Tow Services) of this Ordinance; 2) by virtue of the terms of any contract or  
16 agreement between a towtruck company and a real property owner; 3) when the prior  
17 express instruction occurs in advance of the actual unauthorized parking of the  
18 vehicle/vessel; or 4) where the prior express instruction is general in nature and unrelated  
19 to specific, individual and identifiable vehicles/vessels which are already parked without  
20 authorization.

21 G. Each non-consent towtruck company shall enter into a written contract with every owner  
22 or duly authorized agent (as defined herein) of private property that authorizes the non-  
23 consent towtruck company to tow vehicles/vessels on or from its property. This written  
24 contract shall include the beginning date of said contract, the names of all persons who  
25 can authorize prior express instruction to the towtruck company to remove, recover or  
26 tow any vehicle/vessel on or from its property. The written contract shall include the  
27 name and current telephone number of the towtruck company performing the towing  
28 service, and the name, address and telephone number for any duly authorized agents  
29 acting on behalf of the real property owner. The written contract for non-consent towing  
30 shall also include a clear understanding of liability for the real property owner as stated in  
31 s.715.07 (4) and shall include the following wording, "When a person improperly causes

1 a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the  
2 vehicle or vessel for the cost of removal, transportation, and storage; any damages  
3 resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's  
4 fees; and court costs.” No such contract shall state that the non-consent towtruck  
5 company assumes the liability for improperly towed vehicles/vessel, contrary to s.  
6 715.07(4), F.S. Any addendum to the contract shall include additional names and titles  
7 as necessary. The non-consent towtruck company must keep on file each contract and  
8 addendum (if applicable) with the property owner. Such contract shall be maintained for  
9 at least twelve (12) months after termination. The Division and law enforcement officers  
10 may inspect and request a copy of any and all such contracts from the non-consent  
11 towtruck company during normal business hours. The non-consent towtruck company  
12 may not withhold production of the contract upon demand by the Division or law  
13 enforcement. Failure to enter into or keep on file a contract with the property owner shall  
14 be a violation of this Ordinance. All contracts which were entered into prior to the  
15 effective date of this Ordinance, shall accomplish the requirements of this subsection by  
16 entering into an addendum to the current contract within three (3) months following the  
17 enactment of this Ordinance.

18 Non-consent towtruck companies may not enter into a written contract with the owner of  
19 private property that authorizes the towtruck company to tow vehicles/vessels from the  
20 real property owner's property to the storage yard where the mileage restrictions have  
21 been exceeded contrary to s. 715.07 (2)(a)1, F.S., as may be amended from time to time.

22 H. Real property owners or authorized representatives shall not request the recovery, tow or  
23 the removal of vehicles/vessels that are reasonably identifiable from markings or  
24 equipment as law enforcement, fire fighting, rescue squad, ambulance, or other  
25 emergency vehicles/vessels which are marked as such.

26 I. Real property owners or authorized agents shall not request the recovery, tow or the  
27 removal of vehicles/vessels parked in a designated handicapped parking space. Such  
28 instances must be handled by local law enforcement.

29 J. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or  
30 stored shall be liable to the vehicle owner or authorized representative for the costs of the  
31 services provided, any damages resulting from the recovery, towing, removal or storage

and attorney's fees and court costs.

**SECTION 15. Notice Requirements for Providing Non-consent Tow Services at Request of Real Property Owners.**

A. In addition to the requirements of Section 14 (Non-consent Towing With Prior Express Instruction of Real Property Owner or Duly Authorized Agent and/or Law Enforcement Agency) of this Ordinance, non-consent towtruck companies duly permitted under this Ordinance may recover, tow or remove a vehicle/vessel or provide storage in connection therewith upon the prior express instruction of a real property owner or authorized agent, on whose property the vehicle/vessel is abandoned or parked without authorization, provided that the following requirements are satisfied:

1. Notice shall be prominently posted on the real property from which the vehicle/vessel is proposed to be removed and shall fulfill the following requirements:

- a. A light reflective sign shall be prominently placed at each driveway access/entrance or curb cut allowing vehicular access to the real property, within five (5) feet from the public right-of-way line. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign each twenty-five (25) feet of lot frontage. The sign shall be permanently installed not less than three (3) feet and not more than six (6) feet above ground level and shall be continuously maintained on the real property for not less than twenty-four (24) hours prior to the towing or removal of any vehicle/vessel(s).
- b. The light reflective sign shall clearly display in not less than 2-inch high letters on a contrasting background, the words: "UNAUTHORIZED VEHICLES/VESSELS WILL BE TOWED AWAY AT THE OWNER'S EXPENSE." The words "TOW-AWAY ZONE" must be included on the light reflective sign in not less than 4-inch high letters on a contrasting background;
- c. The light reflective sign shall clearly indicate, in not less than 2-inch high letters on a contrasting background, the days of the week, and hours of the

1 day during which vehicles/vessels will be towed away at the owner's  
2 expense; and the name and current telephone number of the towtruck  
3 company performing the towing service.

4 2. Light reflective signs must be maintained or replaced so that they are clearly  
5 visible, legible and light reflective at all times. The towing company is  
6 responsible for maintaining and replacing signs. In the event the towtruck  
7 company goes out of business or is no longer performing tow services for the real  
8 property owner, the real property owner is responsible for removal of signs.  
9 Failing to provide, maintain, replace and/or remove the signs in accordance with  
10 this section is a violation of this Ordinance.

11 3. The posting of notice requirements of this section shall not be required where:  
12 a. The real property on which a vehicle/vessel is parked is property  
13 appurtenant to and obviously part of a single-family type residence; or  
14 b. Written notice is personally given to the vehicle/vessel owner or  
15 authorized driver/agent that the real property on which the vehicle/vessel  
16 is or will be parked is reserved or otherwise not available for unauthorized  
17 vehicles/vessels and is subject to being removed at the vehicle/vessel  
18 owner's expense.

19 B. Except as otherwise provided in Section 14, D., when any real property owner instructs  
20 that a vehicle/vessel to be recovered, towed, removed from his or her property and stored,  
21 s/he or a designated representative shall sign the tow ticket authorizing the tow.  
22 Immediately upon request, and without demanding compensation, the real property  
23 owner shall inform the vehicle/vessel owner or other authorized person in control of the  
24 vehicle/vessel of the name and address of the non-consent towtruck company that has  
25 recovered, towed or removed the vehicle/vessel.

26 C. If the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the  
27 vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be  
28 disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent  
29 shall be allowed to remove the vehicle/vessel without interference upon the payment of a  
30 reasonable service fee of not more than one-half of the posted rate for such towing  
31 service (drop charge), for which a receipt shall be given, unless that person refuses to



remove the vehicle/vessel which is unlawfully parked. The bill/invoice must be presented to the vehicle/vessel owner authorized/driver/agent prior to request for the payment. Non-consent towtruck companies are not authorized to apply a fee in cases where the owner of the vehicle/vessel arrives on the scene prior to a complete mechanical hook-up (road-worthy) between the towtruck and the vehicle/vessel. In the event the owner/driver of the vehicle/vessel is occupying the vehicle/vessel and refuses to vacate same, in addition to the drop charge, the towtruck company/driver is permitted to charge extra time at the scene where law enforcement involvement is necessary and the towtruck driver obtains the name of the law enforcement agency, case number of the law enforcement agency and if possible the name and badge number of the investigating law enforcement officer. The towtruck driver shall also prepare detailed documentation/ explanation as to why “extra time at scene” charges were required. All documentation shall be provided to the vehicle/vessel owner or representative upon demand. Such fee shall be approved by resolution of the Commission.

**Section 16. Non-consent Towtruck Company Requirements.**

- A. Non-consent towtruck companies providing services pursuant to this Ordinance shall not do so when there is a person occupying the vehicle/vessel.
- B. Non-consent towtruck companies providing services pursuant to this Ordinance shall transport the vehicle/vessel directly to the storage facility of the towtruck company providing the service, to such other location as a law enforcement officer authorizing the tow may expressly direct, or to a location expressly directed by the vehicle owner or authorized driver/agent. When the vehicle owner or authorized driver/agent expressly authorizes the vehicle to be towed to a location other than the towtruck company storage facility, the towtruck driver must:
  - 4. Provide a “not to exceed” estimate in writing of all the rates and fees that will be assessed for the tow or negotiate a consent-only towing agreement; and
  - 5. Disclose in writing the three methods of payment and come to a mutually agreed time as to how and when the towing company will be compensated.
- C. It is a violation of this Ordinance for a non-consent towtruck company to keep or stage

1 impounded vehicles/vessels in any temporary area or holding facility prior to the  
2 transportation of the vehicle to its approved storage facility.

3 D. Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
4 file and keep on record with the Division a complete copy of all current rates charged for  
5 the recovery, towing or removal of vehicles/vessels and storage provided in connection  
6 therewith. Such persons shall also display prominently at each storage facility the  
7 following information: signage which identifies the name of the towing company, a  
8 schedule of all charges and rates for removal of vehicles/vessels for private property  
9 impounds; a statement that these rates do not exceed those rates filed with the Division  
10 and are in accordance with the provisions of this Ordinance and the rights afforded to a  
11 vehicle owner or authorized driver/agent pursuant to Florida Statutes. The above  
12 information shall be posted prominently in the area designated for the vehicle/vessel  
13 owner or authorized driver/agent to transact business. Such area shall provide shelter,  
14 safety and lighting adequate for the vehicle/vessel owner or authorized driver/agent to  
15 read the posted rate schedule. Further, notice shall be posted advising the vehicle/vessel  
16 owner or authorized driver/agent of the right to request and review a complete schedule  
17 of charges and rates for towing services for the jurisdiction in which the law enforcement  
18 order to tow was made, and that the towtruck company is permitted by the Division  
19 noting the Division's telephone number, address and business hours.

20 E. Non-consent towtruck companies shall provide signage on the property clearly visible  
21 from the street, (unless otherwise prohibited by local zoning laws) with at least three (3)  
22 inch letters on a contrasting background with the name and phone number of the  
23 towtruck company.

24 F. Non-consent towtruck companies which provide services pursuant to this  
25 Ordinance shall advise any vehicle/vessel owner or authorized driver/agent who calls by  
26 telephone prior to arriving at the storage facility of the following:

- 27 1. Each and every document or other item which must be produced to  
28 retrieve the vehicle/vessel;
- 29 2. The exact charges as of the time of the telephone call, and the rate at  
30 which charges accumulate after the call;
- 31 3. The acceptable methods of payment; and

1                   4.       The hours and days the storage facility is open for regular business.

2   G.       Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
3       allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and  
4       exterior of the towed vehicle upon his or her arrival at the storage facility before payment  
5       of any charges (except for "After-Hour Gate or Personal Property Retrieval Fee"). With  
6       the exception of vehicles being held pursuant to the specific request or "hold order" of a  
7       law enforcement agency, the vehicle/vessel owner or authorized driver/agent shall be  
8       permitted to remove the vehicle license tag and any and all personal property inside but  
9       not affixed to the vehicle/vessel. A vehicle/vessel owner who shows a government  
10       issued photo identification shall be given access to view ownership documents stored in  
11       the vehicle/vessel. The vehicle/vessel and/or personal property shall be released to the  
12       vehicle/vessel owner if the ownership documents are consistent (name and address) with  
13       the photo identification. When a vehicle/vessel owner's government issued identification  
14       and ownership documents are stored inside the impounded vehicle due to unforeseen  
15       circumstances, the towtruck company shall be required to recover the ownership  
16       documents stored in the impounded vehicle (i.e., glove compartment, sun visors, etc.)  
17       upon receipt of a vehicle/vessel key, vehicle access code, or electronic device from the  
18       vehicle/vessel owner that would allow entry. The vehicle/vessel and/or personal property  
19       shall be released to the vehicle/vessel owner if the ownership documents are consistent  
20       with the photo identification.

21   H.       Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
22       accept payment for charges from the vehicle/vessel owner or authorized driver/agent in  
23       all the following forms:

- 24       1.       Cash, money order or valid traveler's check; and
- 25       2.       Valid bank debit/credit card, which shall include, but not be limited to,  
26               MasterCard or VISA, that is in the name of the vehicle/vessel owner or authorized  
27               driver/agent; and
- 28       3.       Valid personal check showing on its face the name and Palm Beach County  
29               address of the vehicle/vessel owner or authorized driver/agent.

30       A towtruck company/driver shall not reject any of the above forms of payment. A  
31       vehicle/vessel owner or authorized driver/agent shall not be required to furnish

1 more than one (1) government issued form of picture identification when payment  
2 is made by valid bank debit/credit card or personal check, and said presentation  
3 shall constitute sufficient identity verification.

4 I. Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
5 not store or impound a towed vehicle/vessel at a distance which exceeds a ten (10) mile  
6 radius of the location from which the vehicle/vessel was recovered, towed or removed  
7 unless no towing company providing services under this section is located within a ten  
8 (10) mile radius, in which case a towed or removed vehicle/vessel must be stored at a site  
9 within twenty (20) miles of the point of removal.

10 J. Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
11 maintain one or more storage facilities, each of which shall maintain a current Palm  
12 Beach County Business Tax Receipt and when applicable a municipal Business Tax  
13 Receipt. The business shall be open for the purpose of redemption of vehicles/vessels by  
14 owners or authorized drivers/agents on any day that the towtruck company is open for  
15 towing purposes from at least 8:00 A.M. to 6:00 P.M., Monday through Friday and, when  
16 closed, shall have posted prominently on the exterior of the storage facility and place of  
17 business, if different, a notice indicating a telephone number where the towtruck  
18 company can be reached at all times. Upon request of the vehicle/vessel owner or  
19 authorized driver/agent, the towtruck company shall release the vehicle/vessel to the  
20 vehicle/vessel owner or authorized driver/agent within one (1) hour.

21 K. Non-consent towtruck companies shall not, as a condition of release of the vehicle/vessel,  
22 require a vehicle/vessel owner or authorized driver/agent to sign any release or waiver of  
23 any kind which would release the towtruck company from liability for damages noted by  
24 the vehicle/vessel owner or authorized driver/agent at the time of the vehicle's/vessel's  
25 release. A detailed, signed receipt showing the legal name of the towtruck company  
26 removing the vehicle/vessel shall be given to the vehicle/vessel owner or authorized  
27 driver/agent at the time of payment, whether requested or not.

28 L. Nothing in this Ordinance shall prevent the Sheriff or any municipality within the county  
29 from providing additional or more restrictive requirements in contracts or arrangements  
30 which authorize the recovery, towing or removal of vehicles/vessels or storage provided  
31 in connection therewith.

1 M. Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
2 release vehicles/vessels towed or removed to the vehicle/vessel owner or authorized  
3 driver/agent provides Proof of Ownership documents. Proof of Ownership documents  
4 shall include:

- 5 1. Current vehicle registration;
- 6 2. Vehicle Title;
- 7 3. An authorized driver/agent with a notarized release from the vehicle/vessel owner  
8 or lien holder. Vehicle/Vessel owners have the right to identify/approve  
9 designated agents to claim vehicles on their behalf. A facsimile or electronic  
10 transfer of a notarized release statement from the vehicle/vessel owner shall be  
11 accepted;
- 12 4. Insurance Card with the vehicle/vessel owner's information and vehicle  
13 description;
- 14 5. Licensed Dealer in possession of an auction buyer's sales invoice; and/or  
15 6. A notarized bill of sale for non-titled vehicles or vessels.

16 N. Non-consent towtruck companies which provide services pursuant to this Ordinance shall  
17 make a "good faith effort" to locate the vehicle/vessel owner or lien holder. For the  
18 purposes of this paragraph and subsection, a "good faith effort" means that the required  
19 steps have been performed by the towtruck company according to Section (4)(d) of the  
20 Florida Statutes 713.78. Failure to make a "good faith effort" to comply with the  
21 notification requirements of this section shall preclude the imposition of any storage  
22 charges against such vehicle or vessel.

23 O. Non-consent towtruck companies which provide services pursuant to this Ordinance and  
24 found to be in violation of this Ordinance relating to a specific non-consent tow shall be  
25 required to reimburse the vehicle/vessel owner all illegal or over charges related to that  
26 towing incident. Failure to reimburse the owner of the vehicle/vessel in such cases is a  
27 violation of this Ordinance.

28 P. Any non-consent towing company that has an unusable storage yard or has been evicted  
29 from its storage yard is subject to having its operating permit suspended.

30 Q. Any towtruck driver in the process of transporting a junked vehicle (as defined in s.  
31 319.30, F.S.) to a licensed salvage motor vehicle dealer and who is employed by,



1 working for or operates a nonconsent towing company, must have physical possession of  
2 a derelict motor vehicle certificate, transferred title or certificate of destruction for such  
3 vehicle.

4 R. It shall be a violation of this Ordinance for any non-consent towing company to fail to  
5 respond in writing within ten (10) business days to any written inquiry or request for  
6 information from the Division or any law enforcement agency.

7

8 **Section 17. Consent-Only Towtruck Company Requirements.**

9 A. It shall be a violation of this Ordinance for any towtruck company that has been issued a  
10 Consent-Only Towing Operating Permit to perform non-consent towing services.

11 B. Consent-Only towtruck companies providing services pursuant to this Ordinance shall  
12 not do so when there is a person occupying the vehicle/vessel.

13 C. Consent-Only towtruck companies providing services pursuant to this Ordinance shall  
14 transport the vehicle/vessel directly to the location specified by the vehicle owner or duly  
15 authorized agent.

16 D. It shall be a violation of this Ordinance for any consent-only towing company to fail to  
17 respond in writing within ten (10) business days to any written inquiry concerning public  
18 safety from the Division or any law enforcement agency.

19

20 **SECTION 18. Maximum Non-Consent Towing and Storage Rates for Non-**  
21 **Consent Tow Services.**

22  
23 A. The Commission shall, by Resolution establish maximum rates, as may be amended from  
24 time to time, for nonconsent towing services as follows:

25 1. Towing service per call, which shall include the first thirty (30) minutes that the  
26 towtruck is actually on the scene engaged in the safe removal of a vehicle/vessel.

27 2. Mileage (per towed mile) according to Section 715.07, Florida Statutes.

28 3. Storage may be charged only after the vehicle has been in the storage facility for  
29 at least 6 hours. If the vehicle was not recovered by the vehicle/vessel owner or  
30 authorized driver/agent after the 6-hour time period has elapsed, then storage  
31 charges shall accrue in 24-hour increments from the time the vehicle/vessel

32 arrived in the storage facility and:

- 1           a.     The police agency has authorized the vehicle/vessel to be impounded, or
- 2           b.     The appropriate police agency has been notified by the towtruck company
- 3                     that the towtruck company is in possession of a vehicle/vessel as a result
- 4                     of a private property impound.
- 5       4.     Indoor storage rates may only be charged upon the express direction and written
- 6                     authorization of the owner/authorized driver/agent, lien holder, insurance
- 7                     company representative or investigating police agency. The only exceptions to
- 8                     this rule are:
- 9           a.     When the condition of the vehicle requires indoor storage due to inclement
- 10                     weather conditions or the vehicle's window(s) and/or convertible top is
- 11                     down and cannot be raised and indoor storage is necessary to protect the
- 12                     vehicle and its contents, or
- 13           b.     When a municipal or county jurisdiction require indoor storage for towed
- 14                     vehicles.
- 15       5.     An Administrative/Lien Fee shall only be charged after the vehicle/vessel has
- 16                     been in the storage facility for at least twenty-four (24) hours and:
- 17           a.     The police agency has authorized the vehicle/vessel to be impounded, or
- 18           b.     The police agency has been notified by the towtruck company that the
- 19                     towtruck company is in possession of a vehicle/vessel as a result of a
- 20                     private property impound.
- 21           c.     The non-consent towtruck company must show proof that lien letter(s)
- 22                     have been prepared with the appropriate names/addresses (i.e., U.S. Mail
- 23                     Certification Number, correspondence copies, etc.) and that actual fees for
- 24                     obtaining required ownership information have been expended. Failure to
- 25                     document and provide all of the above required information will result in
- 26                     administrative/lien fee charges being removed from the total cost of the
- 27                     service/invoice and is a violation of this Ordinance.
- 28       6.     Underwater recovery performed by a certified/professional diver with the written
- 29                     documentation and approval of the investigating law enforcement agency/officer.
- 30       7.     Hazardous material clean-up and disposal as required, mandated and/or licensed
- 31                     through federal, state or local laws and approved by the investigating law

1 enforcement agency/officer.

2 8. After-hour Gate fees may not be applied between the hours of 8 a.m. and 6 p.m.  
3 Monday through Friday (excluding federal holidays) and not for six (6) hours  
4 after a vehicle has been impounded all other times when:

5 a. Impounded vehicles/vessels are recovered by the owner or authorized  
6 driver/agent; or

7 b. The owner or authorized driver/agent wishes to recover property from an  
8 impounded vehicle/vessel.

9 9. Extra Time at Scene/Labor Charge may be applied when any extra time beyond  
10 one-half hour, is needed to safely remove a vehicle or vessel and includes the  
11 amount of time spent at a scene when a towtruck has been summoned and is on  
12 scene but unable to proceed through no fault of the towtruck operator. All extra  
13 time/labor shall be documented by the towtruck driver and shall include the name  
14 of the law enforcement agency and the law enforcement agency case number or  
15 the officer's name and badge number. The documentation shall also include a  
16 detailed explanation of the services rendered which necessitated the charges and  
17 if possible photographs of the scene. Extra time shall be charged in 15-minute  
18 increments. Failure to document and provide all of the above required  
19 information will result in the extra time/labor charges being removed from the  
20 total cost of the service/invoice and is a violation of this Ordinance.

21 B. All rates established shall be uniform throughout Palm Beach County both in the  
22 incorporated and unincorporated areas, except where municipalities have established  
23 differing maximum rates for their jurisdictions. From time to time, the rates established  
24 by the Commission may be revised in accordance with a rate study.

25 C. Persons who provide services pursuant to this section shall not charge in excess of the  
26 maximum allowable rates established by the Commission. No person providing services  
27 pursuant to this section shall charge any type of fee other than the rates for which the  
28 Commission has specifically established. Towtruck companies which tow  
29 vehicles/vessels from Palm Beach County into another county shall abide by the terms of  
30 this Ordinance including all rates and charges adopted by the Commission.

31 D. Towtruck companies which provide services pursuant to this section shall display on the

same sign as the rate schedule required by this Ordinance the following statement:

To The Vehicle/Vessel Owner

If you believe that you have been overcharged for the services rendered, you do not have to pay your bill to get your vehicle/vessel. Instead, you have the right to post a bond in the Circuit Court, payable to (name of Towtruck Company), in the amount of the final bill for services rendered, and to file a complaint within ten (10) days of the time you have knowledge of the location of the vehicle/vessel. The Court will decide later who is correct. If you show (name of Towtruck Company) a valid Clerk's certificate showing you have posted a bond, (name of Towtruck Company) must release your vehicle/vessel to you immediately. This remedy is in addition to other legal remedies you may have. Section 713.76 and Section 713.78, Florida Statutes.

If you have a complaint about the way services were provided, you may call the Palm Beach County Consumer Affairs Division, (561) 712-6600.

- E. Each towtruck company shall maintain, on a form approved by the Division, a rate sheet specifying all rates and charges, which shall be given by the towtruck driver to the requesting vehicle/vessel owner or his authorized driver/agent prior to commencing the service.

#### **Section 19. Towtruck Driver Requirements; Failure to Comply**

- A. It shall be unlawful for any person to operate any towtruck within and upon the streets of Palm Beach County without having first obtained a Palm Beach County Towtruck Driver's identification badge (Tow Driver's I.D. Badge). All applicants for a Tow Driver's I.D. Badge shall conform to the following:

1. Be at least eighteen (18) years of age;
2. Possess a valid State of Florida Driver's License as required by the Florida Department of Highway Safety and Motor Vehicles and must show proof that he/she has possessed a valid driver's license from any state within the United States for three (3) years (2 years for drivers younger than 21 years old) prior to applying for a Tow Driver's I.D. Badge. If a person has not driven for three (3) years in the United States, he/she must obtain the driving record from any other jurisdictions where he/she did drive or if he/she is unable to obtain the driving record, must sign an affidavit under penalty of perjury that he/she has no driving record which would prevent him/her from driving a towtruck in Palm Beach County, Florida;
3. The driver must provide the original form of his/her lifetime State of Florida

1 Department of Highway Safety and Motor Vehicles traffic/driving record report  
2 to the Division which was secured no more than thirty (30) days before the  
3 application/renewal was submitted, only if the Division is unable to secure this  
4 required information. Upon initial application, if a driver has resided in Florida  
5 less than five (5) consecutive years, a traffic/driving record/history from each  
6 state where he/she previously resided must be provided for at least a five year  
7 period;

8 4. Has not had more than three (3) or more separate incidents involving moving  
9 violations in any twelve (12) month period in the previous three (3) years prior to  
10 the initial application or renewal of a Tow Driver's I.D. Badge in which the  
11 applicant pled guilty, was found guilty or adjudication was withheld.

12 5. Has not been classified as a habitual traffic offender (as defined by Florida  
13 Statutes) or as defined by the state where he/she previously resided within five (5)  
14 years of applying for a Tow Driver's I.D. badge and was not previously issued a  
15 Tow Driver's I.D. Badge by the Division;

16 6. Upon initial application or renewal, the driver must provide the original request  
17 form for his/her Florida Department of Law Enforcement (FDLE) criminal  
18 history/records report to the Division, as well as payment for the amount required  
19 to secure the criminal history/records report. The Division shall then be  
20 responsible for processing the request and payment to the FDLE. The Division  
21 may conduct additional criminal history/records reports of other  
22 states/jurisdictions as deemed appropriate. The Division may require an applicant  
23 to submit to a finger print analysis if there is a question of identity. The  
24 Commission may approve a different means of securing the required criminal  
25 history/records should an alternative agency/system be discovered that provides  
26 more complete information than that provided by the FDLE.

27 7. Have no conviction or plea of guilty or nolo contendere, regardless of  
28 adjudication of guilt, within the preceding five (5) years from the date of  
29 application for any offense related to driving a motor vehicle under the influence  
30 or while intoxicated.

31 8. Have no more than one conviction or plea of guilty or nolo contendere, regardless



1 of adjudication of guilt, within the preceding ten (10) years from the date of  
2 application for any offense related to driving a motor vehicle under the influence  
3 or while intoxicated.

4 9. Have no more than two (2) traffic citations resulting from accidents in the three  
5 (3) years preceding the date of the current permit year wherein the driver has been  
6 found guilty.

7 10. Has not been required to register as a sexual offender in any government  
8 jurisdiction.

9 11. Have no conviction or plea of guilty or nolo contendere, regardless of  
10 adjudication of guilt, within the preceding three (3) years from the date of  
11 conviction or release from incarceration (whichever is later) if the applicant's  
12 civil rights have not been restored, including but not limited to the following first-  
13 degree misdemeanors determined by the Commission to be necessary for the  
14 protection of public safety: stalking, battery, driving while license is suspended or  
15 revoked, exposure of sexual organs, carrying a concealed weapon, reckless  
16 driving which causes damage to property, racing on highway, criminal possession  
17 of a controlled substance/paraphernalia, luring or enticing a child under twelve  
18 (12), or obscenity (selling/distributing sexual material to minor). In the event the  
19 applicant's civil rights have been restored, the I.D. Badge may be denied or  
20 revoked if the crime committed is deemed to be directly related to operating a  
21 towtruck or towing business.

22 12. Have no conviction or plea of guilty or nolo contendere, regardless of  
23 adjudication of guilt, within the preceding five (5) years from the date of  
24 conviction or release from incarceration (whichever is later) if the applicant's  
25 civil rights have not been restored, including but not limited to the following  
26 felonies determined by the Commission to be necessary for the protection of  
27 public safety: battery, carrying a concealed weapon, robbery (not armed),  
28 burglary (not 1<sup>st</sup> degree), repossession of a motor vehicle under Chapter 493,  
29 repair of a motor vehicle under ss. 559.901-559.9221, F.S., theft of a motor  
30 vehicle under s. 812.014, F.S., carjacking under s. 812.133, F.S., operation of a  
31 chop shop under s. 812.16, F.S., overcharging for repairs and parts for insurance

1 purposes under 860.15, F.S., criminal sale of a controlled substance, criminal  
2 possession of controlled substance/paraphernalia, obscenity (selling/distributing  
3 sexual material to a minor or exchanging computer pornography with a minor), a  
4 habitual felony offender, aggravated assault, child abuse/neglect, reckless driving  
5 with serious bodily injury, fleeing/attempting to elude a law enforcement officer,  
6 aggravated fleeing or eluding a law enforcement officer causing serious body  
7 injury, luring or enticing a child under twelve (12) (2<sup>nd</sup> conviction), resisting an  
8 officer with violence, procuring a person under eighteen (18) for prostitution,  
9 selling or buying minors for sex trafficking/prostitution,  
10 forcing/compelling/coercing a person for prostitution, or abuse/aggravated  
11 abuse/neglect of an elderly person or a disabled adult. The Division may require  
12 applicants to provide the final disposition for felony criminal cases on  
13 background checks received by the Division from any source. Failure to provide  
14 the disposition of such cases shall result in the denial of a Tow Driver's I.D.  
15 badge. In the event the applicant's civil rights have been restored, the I.D. Badge  
16 may be denied or revoked if the crime committed is deemed to be directly related  
17 to operating a towtruck or towing business.

- 18 13. Have no conviction, plea of guilty, nolo contendere or adjudication withheld of  
19 any of the following offenses determined by the Commission to be necessary for  
20 the protection of public safety, if the applicant's civil rights have not been  
21 restored. In the event the applicant's civil rights have been restored, the I.D.  
22 Badge may be denied or revoked if any of the following crimes committed are  
23 deemed to be directly related to operating a towtruck or towing business:
- 24 (a) Murder, attempted murder, attempted felony murder, manslaughter, (F.S.  
25 Chapter 782)
  - 26 (b) DUI manslaughter (F.S. 316.193(3));
  - 27 (c) Sexual battery, attempted sexual battery (F.S. 794.011);
  - 28 (d) Lewd or lascivious battery, attempted lewd or lascivious battery, lewd or  
29 lascivious molestation, lewd or lascivious conduct, or lewd or lascivious  
30 exhibition (F.S. Chapter 800);
  - 31 (e) Lewd or lascivious offense upon or in the presence of an elderly or

- 1 disabled person, attempted lewd or lascivious offense upon or in the  
2 presence of an elderly or disabled person (F.S. 825.1025);
- 3 (f) Sexual performance by a child, attempted sexual performance by a child  
4 (F.S. 827.071);
- 5 (g) Aggravated child abuse (F.S. 827.03);
- 6 (h) Failure to register as a sexual predator (F.S. 775) or sexual offender (F.S.  
7 943.0435);
- 8 (i) Computer pornography, transmission of computer pornography, buying or  
9 selling of minors (F.S. Chapter 847);
- 10 (j) Kidnapping, attempted kidnapping, false imprisonment, or luring and  
11 enticing a child (F.S. Chapter 787);
- 12 (k) Aggravated battery, attempted aggravated battery (F.S. 784);
- 13 (l) Armed robbery, attempted armed robbery, carjacking, attempted  
14 carjacking, home invasion, attempted home invasion (F.S. Chapter 812);
- 15 (m) Poisoning of food or water (F.S. 859.01);
- 16 (n) First degree burglary or attempted first degree burglary (F.S. 810.02);
- 17 (o) Arson or attempted arson (F.S. 806.01);
- 18 (p) Aggravated stalking (F.S. 784.048);
- 19 (q) Aggravated battery or aggravated assault on a law enforcement officer or  
20 other specified officer (F.S. 784.07);
- 21 (r) Aircraft piracy (F.S. 860.16);
- 22 (s) Unlawful throwing, projecting, placing, or discharging of any destructive  
23 device or bomb or attempting to do so (F.S. 790.161);
- 24 (t) Facilitating or furthering terrorism (F.S. 775.31);
- 25 (u) Treason (F.S. 876.32);
- 26 (v) Any offense committed in another jurisdiction that would be an offense  
27 listed in this paragraph if that offense had been committed in the State of  
28 Florida.

29 14. In addition, the person has not been declared to be one of the following:

- 30 (a) A Habitual Violent Felony Offender under F.S. 775.084(1)(b);
- 31 (b) A Three-time Violent Felony Offender under F.S. 775.084(1)(c);

(c) A Violent Career Criminal under F.S. 775.084;

(d) A Prison Releasee Reoffender under F.S. 775.082(9)(a);

(e) A Sexual Predator under F.S. 775.21;

15. A towtruck driver with a current I.D. badge is required to notify the Division within ten (10) business days upon being convicted of any crime.

16. Applicants shall have no unsatisfied civil penalties, judgments or administrative orders pertaining to this Ordinance.

17. Every application or renewal application for a Tow Driver's I.D. badge and application for amendment of a Tow Driver's I.D. badge, shall be in writing and signed by the applicant and shall be filed with the Palm Beach County Division of Consumer Affairs on a form provided by the Division together with the non-refundable Tow Driver's I.D. badge fees which shall not be subject to proration.

Each Tow Driver's I.D. badge shall be valid for a two-year period and shall be renewed every other year on the applicant's date of birth. The Division may deny or revoke a Tow Driver's I.D. badge if it is determined that the applicant has misrepresented, omitted, or concealed a fact on the application, renewal application or replacement application. If the Tow Driver's I.D. badge is denied, the DCA shall not accept an application for said Tow Driver's I.D. badge for one (1) year from the date the badge is denied, unless there is less than one (1) year to satisfy the time restrictions in paragraph (1) above related to the following subparagraphs: (d), (e), (g), (h), (i), (j), or (k). In such situations, the applicant will be permitted to reapply for a Tow Driver's I.D. badge after the time requirements have been satisfied. If the Tow Driver's I.D. badge is revoked, the DCA shall not accept an application for said Tow Driver's I.D. badge for one (1) year from the date the badge is revoked. Any person renewing a Tow Driver's I.D. badge must file a renewal application, furnish the documentation requested by the Division, and submit payment for the required non-refundable renewal fee(s) not more than ninety (90) days before the expiration date of a Tow Driver's I.D. badge. Persons who fail to reapply for their Tow Driver's I.D. badge thirty (30) days prior to expiration, risk having a gap in their authorization to drive a

- 1 towtruck. Persons who fail to submit their renewal application, required  
2 documentation and fees by the expiration date of the Tow Driver's I.D. badge  
3 must pay a non-refundable late fee, over and above the Tow Driver's I.D. Badge  
4 fee. Any applicant who fails to submit a renewal application within one (1) year  
5 of the expiration of a current badge will be considered a new applicant when  
6 reapplying and no grandfathered provisions will apply. Said fees shall be  
7 established by resolution of the Commission;
- 8 18. Shall submit to photographing (full face exposure/without sunglasses or head  
9 coverings) prior to the issuance of the Tow Driver's I.D. badge by the Division;
- 10 19. Complete the Tow Driver's I.D. badge registration affidavits provided by the  
11 Division;
- 12 20. Not possess a suspended or revoked driver's license as a result of a moving  
13 violation or have any outstanding and unsatisfied civil penalties, citations or  
14 judgments imposed due to violations of this Ordinance;
- 15 21. Not violate the terms of a cease and desist order, assurance of voluntary  
16 compliance, notice to correct a violation or any other lawful order of the Director;
- 17 22. Not be enjoined by a court of competent jurisdiction from engaging in the towing  
18 business or was enjoined by a court of competent jurisdiction with respect to any  
19 of the requirements of this Ordinance;
- 20 23. Have no conviction or plea of guilty or nolo contendere regardless of adjudication  
21 of guilt in any military or foreign jurisdiction, federal, state, county or municipal  
22 jurisdiction within the United States for violations analogous or parallel to those  
23 violations enumerated in all sections herein.
- 24 B. The driver of a tow truck shall conspicuously display on the driver's person through the  
25 use of a neck lanyard, or above the waist on the outermost garment, the Tow Driver's  
26 I.D. badge issued pursuant to this Ordinance so that it is visible and available for  
27 inspection to the public, Division personnel and all law enforcement officials while  
28 engaged and on duty for a towtruck company.
- 29 C. Each Tow Driver's I.D. badge shall be developed by the Division. Each driver's I.D.  
30 badge shall, at a minimum, contain the name of the driver, date of expiration, photo of  
31 the driver, and such additional terms, conditions, provisions and limitations as were



- 1 imposed during the approval process. Each company for which a driver will be driving  
2 must submit an affidavit (on a form prepared by the Division) or documentation from the  
3 insurance company (fax acceptable) that the driver is eligible to be insured under the  
4 company's insurance policy.
- 5 D. The Division may issue a replacement Tow Driver's I.D. badge to any driver upon  
6 payment of a non-refundable replacement fee, presentation of proof or a sworn affidavit  
7 that the driver's I.D. badge has been lost, stolen or for any other valid reason, and any  
8 other documentation or requirement requested by the Division. The replacement fee shall  
9 be established by resolution of the Board.
- 10 E. It shall be unlawful for any person to drive a towtruck unless such person has a valid  
11 Tow Driver's I.D. badge issued pursuant to this Section.
- 12 F. It shall be unlawful for any person to drive a towtruck for any towtruck company which  
13 has not been granted an operating permit pursuant to Section 4 (Operating Permit  
14 Required) of this Ordinance.
- 15 G. It shall be unlawful for any applicant for a Tow Driver's I.D. badge to misrepresent, omit  
16 or conceal a fact on the application, renewal application or replacement application.
- 17 H. Upon submission of the application, the Division shall provide the driver with a receipt.  
18 No applicant shall be permitted to drive a towtruck in Palm Beach County until the  
19 Division has issued to him/her a Tow Driver's I.D. badge. The Division shall provide the  
20 Tow Driver's I.D. badge within ten (10) business days following the submittal of the  
21 application and all required documents. In the event the official criminal background  
22 records furnished to the Division are insufficient and additional information is necessary,  
23 the Division shall be permitted an additional twenty (20) business days to issue the  
24 driver's I.D. badge. The Division will process applications on a more timely basis when  
25 the required certified/original criminal and driving background records are submitted  
26 with the initial application and an additional rush fee is paid to the Division. Such fee  
27 must be approved by the Commission.
- 28 I. Non-consent towtruck drivers must be hygienically clean, well groomed and neat.  
29 Drivers are not permitted to wear open toed shoes and must comply with all state and  
30 federal (e.g., O.S.H.A.) safety regulations. Non-consent towtruck drivers are not  
31 permitted to wear uniforms purporting to be from a different company or business than

1 the one they actually work or drive for. Failure to abide by these requirements is a  
2 violation of this Ordinance.

3 J. Non-consent towtruck drivers shall not use abusive language or be discourteous to  
4 consumers or Division personnel.

5 K. Non-consent towtruck drivers must be able speak and understand English to the extent  
6 they can take instruction from law enforcement officers and consumers and complete  
7 manifests or invoices.

8 L. Drivers shall cooperate fully at all times with the Division in the furnishing of  
9 information required in connection with requests for proof of driver's license, vehicle  
10 insurance and/or Tow Driver's I.D. badge, during the process of applying to renew a Tow  
11 Driver's I.D. badge, and during investigations of consumer complaints. Further, drivers  
12 shall not obstruct, hamper or interfere with an investigation of violations of this  
13 Ordinance conducted by Division personnel, any law enforcement officer or employee of  
14 any other agency enforcing this Ordinance.

15 M. No person maintaining, owning, or operating a towing company shall suffer or permit  
16 any person or employee to drive a towtruck unless such person has a valid Tow Driver's  
17 I.D. badge issued pursuant to this Ordinance. This paragraph shall not apply to a towing  
18 company which is training a prospective driver. Such prospective driver must be  
19 accompanied by and working under the direct supervision of a company employee who is  
20 in possession of a valid Tow Driver's I.D. badge.

21 N. Failure to comply with the provisions of this Section may result in the Division denying a  
22 Tow Driver I. D. badge, revoking or suspending the Tow Driver's I.D. badge, denying a  
23 renewal of such Tow Driver's I.D. badge, issuing a civil citation, a misdemeanor  
24 conviction or other such remedies available to the Division herein.

25 O. Start-Up - Any person acting, on the effective date of this Ordinance as a towtruck driver  
26 defined under the terms of this Ordinance, shall be subject to the terms of this Ordinance  
27 as of the effective date of this Ordinance. Any such person must submit an initial  
28 application for a Tow Driver's I.D. badge up to thirty (30) days prior to his/her date of  
29 birth but in any case no later than his/her date of birth. Any person who has submitted an  
30 initial application for a Tow Driver's I.D. Badge by his/her date of birth shall be  
31 permitted to continue acting as a towtruck driver as described in Paragraph I above.

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3 **Section 20. Fraudulent Transfer of Towtruck Company.**

4 A transfer of a towtruck company to a successor company shall be deemed a fraudulent transfer  
5 if said transfer is made by the towtruck company for the purpose of evading permit fees or civil  
6 penalties issued pursuant to this Ordinance. In determining intent to defraud, consideration may  
7 be given among other factors to, whether:

- 8 A. The transfer was to an insider;
- 9 B. The towtruck company retained possession or control of the property transferred after the  
10 transfer;
- 11 C. The transfer was disclosed or concealed;
- 12 D. Before the transfer was made or obligation was incurred, the towtruck company had been  
13 sued or threatened with suit;
- 14 E. The transfer was of substantially all the towtruck company's assets;
- 15 F. The value of the consideration received by the towtruck company was reasonably  
16 equivalent to the value of the asset transferred or the amount of the obligation incurred;
- 17 G. The towtruck company was insolvent or became insolvent shortly after the transfer was  
18 made or the obligation was incurred;
- 19 H. The transfer occurred shortly before or shortly after substantial permit fees or civil  
20 penalties were incurred; and
- 21 I. The towtruck company transferred the essential assets of the business to a lienor who  
22 transferred the assets to an insider of the towtruck company.
- 23 J. It shall be a violation of this Ordinance for a towtruck company to fraudulently transfer a  
24 towtruck company.

25

26 **Section 21. Deceptive and Unfair Trade Practices.**

27 No person shall engage in any unfair method of competition, unconscionable acts or practices or  
28 unfair or deceptive acts or practices in the conduct of towing services. A towtruck company  
29 engages in an unfair method of competition or unfair or unconscionable acts or deceptive  
30 practices when in the course of his or her business, vocation or occupation, he or she knows or in

1 the exercise of care should know, that he or she in the past engaged or is now engaging in any  
2 unfair method of competition or unconscionable acts or practices or unfair or deceptive acts or  
3 practices in the conduct of any towing services.

4  
5 **Section 22. Cease and Desist Order.**

6 A. If the Division, after due investigation, has reason to believe that a towtruck company has  
7 been or is violating any of the provisions of this Ordinance, then the Division may cause  
8 to be served by personal service, certified mail or posting in a conspicuous place at the  
9 towtruck company's place of business, a demand to cease and desist, stating the charges  
10 and shall incorporate and set out the following:

- 11 1. The name of the complainant;  
12 2. The alleged charge and approximate date of the commission of the act;  
13 3. The section of the ordinance alleged to be involved.

14 B. Any towtruck company which has been issued a cease and desist order by the Division  
15 may appeal such order to the Consumer Affairs Hearing Board/Hearing Officer within  
16 twenty (20) days of receipt of the order. A nonrefundable filing fee must accompany the  
17 written request for appeal. The filing fee shall be established by resolution of the  
18 Commission. The appeal shall be reviewed at a hearing of the Consumer Affairs Hearing  
19 Board/Hearing Officer within sixty (60) days of receipt by the Division of the request for  
20 appeal.

21 C. The Board shall keep a full record of the hearing, which record shall be public and open  
22 to inspection by any person, and upon request, the Board shall furnish such party a copy  
23 of the hearing record, at such cost as the Commission deems appropriate.

24 D. Procedure at hearings: At the hearing, the towtruck company may be represented by  
25 counsel and may bring all original documents and other data pertinent to the case; and  
26 will be given an opportunity to present witnesses and evidence he or she may deem  
27 appropriate.

28 E. The Consumer Affairs Hearing Board/Hearing Officer shall hear the cases on the agenda.  
29 All testimony shall be under oath or by affirmation and shall be recorded. Each case  
30 before the Consumer Affairs Hearing Board/Hearing Officer shall be presented by the

1 Division. The Consumer Affairs Hearing Board/Hearing Officer shall take testimony  
2 from County staff, if relevant, the alleged violator, and other relevant testimony. Formal  
3 rules of evidence shall not apply, but fundamental due process shall be observed and  
4 govern the proceedings. Upon determination of the chairperson, irrelevant, immaterial or  
5 unduly repetitious evidence may be excluded, but all other evidence of a type commonly  
6 relied upon by reasonably prudent persons in the conduct of their affairs shall be  
7 admissible, including hearsay evidence, whether or not such evidence would be  
8 admissible in a trial in the courts of Florida. Due regard shall be given to the competent,  
9 reliable and technical evidence which will aid the Consumer Affairs Hearing  
10 Board/Hearing Officer in making a fair determination of the matter, regardless of the  
11 existence of any common law or statutory rule which might otherwise make improper the  
12 admission of such evidence.

13 F. Any member of the Consumer Affairs Hearing Board/Hearing Officer or the attorney  
14 representing the Division may inquire of or question any witness before the Consumer  
15 Affairs Hearing Board/Hearing Officer. The alleged violator, or his/her attorney, shall be  
16 permitted to inquire of any witness before the Consumer Affairs Hearing Board/Hearing  
17 Officer. The right to cross examine witnesses shall be preserved.

18 G. At the conclusion of the hearing, the Consumer Affairs Hearing Board/Hearing Officer  
19 shall orally render its decision (order) based on evidence entered into the record. The  
20 decision shall be by motion approved by the affirmative vote of those members present  
21 and voting. The Consumer Affairs Hearing Board/Hearing Officer's decision shall be  
22 transmitted to the towtruck company in the form of a written order including finding of  
23 facts, and conclusion of law consistent with the record. The order shall be transmitted by  
24 certified mail/hand delivery/posting to the towtruck company within ten (10) days after  
25 the hearing. The order may include a notice that it must be complied with by a specified  
26 date.

27 H. Any person may appeal a final determination of the Consumer Affairs Hearing  
28 Board/Hearing Officer within thirty (30) days of the rendition of the decision by filing a  
29 petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit in and  
30 for Palm Beach County, Florida.

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3 **Section 23. Assurance of Voluntary Compliance.**

- 4 A. In the enforcement of this Ordinance, the Division may accept an assurance of voluntary  
5 compliance with respect to any method, act, or practice deemed to be violative of law  
6 from any person who has engaged, or was about to engage in, such method, act, or  
7 practice. Any such assurance shall be a formal written agreement between the Division  
8 and the towtruck company, approved as to form and legal sufficiency by the County  
9 Attorney's Office, and filed with the Clerk of the Circuit Court of the Fifteenth Judicial  
10 Circuit. Such assurances of voluntary compliance may be conditioned on a commitment  
11 to reimburse consumers or any other appropriate corrective action such as the payment  
12 by the towtruck company of the costs of the investigation by the Division. An assurance  
13 of voluntary compliance is not evidence of prior violation of this part, however, unless an  
14 assurance of voluntary compliance has been rescinded by agreement of the parties or  
15 voided by the Court for good cause, subsequent failure to comply with the terms of an  
16 assurance of voluntary compliance shall be deemed prima facie evidence of a violation of  
17 this Ordinance. No such assurance of voluntary compliance shall act as a limitation upon  
18 any action or remedy available to a person aggrieved by a violation of this Ordinance.
- 19 B. Every towtruck company desiring to negotiate an assurance of voluntary compliance  
20 shall be apprised of his or her right to have his or her case heard by the Consumer Affairs  
21 Hearing Board/Hearing Officer in the event he or she does not wish to enter into such  
22 assurance of voluntary compliance.

23

24 **SECTION 24. Enforcement and Penalties: Civil and Criminal.**

- 25 A. It shall be unlawful for any person to violate any of the provisions of this Ordinance. This  
26 Ordinance shall be enforced by personnel authorized by the Division, county code  
27 enforcement officials, the police agencies of the various municipalities in Palm Beach  
28 County and by the Palm Beach County Sheriff's Office. When specifically authorized by  
29 the Director, this Ordinance may be enforced by other Palm Beach County personnel.
- 30 B. Persons who provide services pursuant to this Ordinance shall not use physical force or

- 1 violence or threats of physical force or violence in dealing with the individuals  
2 responsible for administering this Ordinance or individuals who have had or are about to  
3 have their vehicles/vessels recovered, towed or removed or stored in connection  
4 therewith.
- 5 C. The County Court shall have jurisdiction over all violations of this Ordinance.
- 6 D. The Division shall maintain a system by which violators are given citations or written  
7 notice of all violations. The County Clerk shall accept designated fines and issue receipts  
8 therefore.
- 9 E. The Division is authorized to enforce the provisions of this Ordinance by administrative  
10 fines not to exceed five hundred dollars (\$500.00) for each violation. Any person who  
11 has violated any provision of this Ordinance shall be fined an amount as established by  
12 the Commission by Resolution. Each day of a continuing violation shall be deemed a  
13 separate violation.
- 14 F. Payment shall be made, either by mail or in person, to the Violations Bureau within the  
15 time specified upon the citation. If a person follows these procedures, he shall be deemed  
16 to have admitted to the infraction and to have waived his/her right to a hearing on the  
17 issue of the commission of the infraction.
- 18 G. All fines collected as a result of said citations (except those fines collected as a result of  
19 citations issued by municipal law enforcement officers, which shall be remitted by the  
20 Clerk of the Court directly to the municipality issuing the citation) shall be paid into the  
21 County Treasury and deposited into the designated fund for the Division. All mandatory  
22 costs as required by statute shall be assessed against every person convicted of a  
23 violation of this Ordinance.
- 24 H. Any person who fails to make payments within the time period specified on the citation  
25 shall be deemed to have waived his/her right to pay the civil penalty as set forth in the  
26 citation and shall appear before the County Court.
- 27 I. Any person who elects to appear before the court to contest the citation shall be deemed  
28 to waive his/her right to pay the civil penalty. The court, after a hearing, shall make a  
29 finding as to whether a violation has occurred and may impose a civil penalty not to  
30 exceed five-hundred dollars (\$500.00) plus court costs.
- 31 J. If a person fails to pay the civil penalty or fails to appear in court to contest the citation,

1 s/he shall be deemed to have waived his/her right to contest the citation and, in such case,  
2 a default judgment shall be entered and the judge shall impose a fine at that time an order  
3 to show cause may be issued. If the fine is paid, the case shall be dismissed. If the fine is  
4 not paid, judgment may be entered up to the maximum civil penalty of five-hundred  
5 dollars (\$500.00) plus court costs.

6 K. Any person who refuses to sign and accept a citation issued pursuant to this Ordinance  
7 shall be guilty of a misdemeanor of the second degree, punishable as provided by  
8 sections 775.082, 775.083 or 775.084, Florida Statutes.

9 L. The Division may require mandatory court appearances for violations resulting in the  
10 issuance of a third or subsequent citation to a person. The citation shall clearly inform  
11 the person of the mandatory court appearance. The Division shall maintain records to  
12 prove the number of citations issued to the person. Persons required to appear in court do  
13 not have the option of paying the fine instead of appearing in court.

14  
15 **SECTION 25. Administrative Enforcement, Denial, Revocation and**  
16 **Suspension of Operating Permits.**  
17

18 A. The Director is authorized to deny, suspend or revoke operating permits, towtruck decals,  
19 upon written notice. Towtruck companies are subject to denial, suspension or revocation  
20 when it appears that:

- 21 1. The towtruck company and/or driver has failed to comply with or has violated the  
22 provisions of this Ordinance;
- 23 2. The towtruck company has failed to comply with or has violated the provisions of  
24 Chapter 323 F.S., s. 713.78 and 715.07, F.S.;
- 25 3. The operating permit was obtained by an application in which any material fact  
26 was omitted or falsely stated;
- 27 4. Any towtruck or equipment owned or operated by the towtruck company and  
28 issued a decal pursuant to the Ordinance has been operating in violation of this  
29 Ordinance or any provision of law.
- 30 5. In addition, an operating permit issued pursuant to this Ordinance may be  
31 suspended or revoked when the Director receives written notification that  
32 towtruck company, towtruck operator's officer, director or partner pled nolo

1           contendere, pled guilty or has been convicted of any crime designated as a felony  
2           (as referenced in Section 5.C.1.[New Applications/Renewals and Issuance of  
3           Towing Operating Permit; Fees] of this Ordinance); any crime relating to motor  
4           vehicles; or any crime involving the sale or possession of controlled substances as  
5           defined by the Florida Rico Act, section 893.03, Florida Statutes, regardless of  
6           whether adjudication has been withheld. The only exception to this rule is where  
7           the civil rights of such individual has been restored.

8           6.   Notwithstanding other suspension, revocation or denial procedures included in  
9           this Ordinance, three (3) or more violations of this Ordinance which resulted in  
10          civil fines/penalties, judgments or administrative orders entered by the Division  
11          and/or a conviction or plea of guilty or nolo contendere resulting from three  
12          separate incidents/complaints within a twelve (12) month period shall result in the  
13          revocation, suspension or denial of an operating permit for a period of three to  
14          five business days. The company is required to pay an administrative reactivation  
15          fee established by resolution of the Commission before any towing services can  
16          resume in Palm Beach County. Any company found operating during a period of  
17          suspension, revocation or denial shall have its operating permit revoked for a  
18          period of one (1) year.

19          7.   Notwithstanding other suspension, revocation or denial procedures included in  
20          this Ordinance, four (4) or more violations of this Ordinance which resulted in  
21          civil fines/penalties, judgments or administrative orders entered by the Division  
22          and/or a conviction or plea of guilty or nolo contendere resulting from four  
23          separate incidents/complaints within a twelve (12) month period shall result in the  
24          revocation, suspension or denial of an operating permit for a period of six to 10  
25          business days. The company is required to pay an administrative reactivation fee  
26          established by resolution of the Commission before any towing services can  
27          resume in Palm Beach County. Any company found operating during a period of  
28          suspension, revocation or denial shall have its operating period revoked for a  
29          period of one (1) year.

30          8.   Failed to comply with the terms of a cease and desist order, notice to correct a  
31          violation, written assurance of voluntary compliance, or any other lawful order of

1                   the Director, the Division, or the Consumer Affairs Hearing Board and/or Hearing  
2                   Officer.

3           9.       Failed to obtain or maintain insurance as required by this Ordinance.

4           10.     Misrepresented or concealed a fact on the application, renewal application, or  
5                 replacement application for a license.

6           11.     Engaged in any conduct as a part of the performance of any contract for service  
7                 which constitutes a deceptive and unfair trade practice or fraud.

8    B.     Any company which has violated this Ordinance as provided for in this section, may have  
9             its operating permit suspended by action of the Division Director for a period not to  
10            exceed thirty (30) days. In such cases the Director shall provide written notice to the  
11            company at least ten (10) days prior to the effective date of the suspension. Any  
12            company which decides to appeal the suspension by the Director, must submit the written  
13            request for an appeal and applicable appeal fee to the Consumer Affairs Division within  
14            that ten (10) day period. The written appeal will then effect a “stay” on the suspension  
15            until the Consumer Affairs Hearing Board/Special Master makes a final determination as  
16            to the merits of the suspension. The appeal hearing shall be conducted as provided for in  
17            Section 27 (Hearings and Appeals). If the Hearing Board/Special Master affirms the  
18            action of the Director, the suspension becomes effective the day following the decision of  
19            the Hearing Board/Special Master.

20   C.     Any company which has had its operating permit suspended for a specific Ordinance  
21             deficiency but fails to correct that deficiency after thirty (30) days shall have such  
22             operating permit revoked for a period of one (1) year from the date of the revocation  
23             notice. Such revocation may be appealed as provided for in Section 27.

24

25    **Section 26. Additional Penalties.**

26   Failure to comply with the requirements of this Ordinance shall also constitute a violation of this  
27   Ordinance, and the Consumer Affairs Ordinance of Palm Beach County (No. 77-10, as  
28   amended). Violations of this Ordinance may be punishable, upon conviction, pursuant to Section  
29   125.69(1), Florida Statutes, by a fine not to exceed five-hundred dollars (\$500.00) per violation  
30   or imprisonment not exceeding sixty (60) days, or both such fine or imprisonment, or may



1 subject the violator to civil fines based on the issuance of a civil citation. Each day of continuing  
2 violation shall be considered a separate offense. In addition to the sanctions contained herein,  
3 the County shall take any other appropriate legal action, including but not limited to, cease and  
4 desist orders, other administrative action and requests for temporary and permanent injunctions  
5 to enforce the provisions of this Ordinance. It is the purpose of this Ordinance to provide  
6 additional cumulative remedies.

7  
8 **SECTION 27. Hearings and Appeals.**  
9

10 Upon receipt of the notice of denial, revocation, or suspension of an operating permit, which  
11 notice shall specify the grounds for the denial, suspension or revocation, the towtruck company  
12 shall be entitled to an appeal according to the following:

13 A. Administrative Appeal: Any towtruck company, which has had an operating permit,  
14 denied, revoked, or suspended by the Division, may appeal such decision to the  
15 Consumer Affairs Hearing Board/Special Master within twenty (20) days of receipt of  
16 the decision. A non-refundable filing fee must accompany the written request for appeal.  
17 The company or attorney shall file a written notice of appeal signed by the company or  
18 attorney requesting a hearing and setting forth a brief statement of the reasons thereof.  
19 The filing fee shall be established by resolution of the Commission. The appeal shall be  
20 reviewed at a hearing of the Consumer Affairs Hearing Board/Special Master within  
21 sixty (60) days of receipt by the Division of the notice of appeal. The towtruck company  
22 may be represented by an attorney and shall be entitled to present a defense.

23 B. Orders: At the conclusion of any hearing set forth in this section, the Consumer Affairs  
24 Hearing Board/Special Master shall orally render its decision (order) based on evidence  
25 entered into the record. The decision shall be by motion approved by the affirmative vote  
26 of those members present and voting. The decision shall be stated in a written order and  
27 mailed to the towtruck company not later than ten (10) days after the hearing, and shall  
28 be deemed final agency action with regard to the matter appealed.

29 C. Court Appeal: Any person may appeal a final determination of the Consumer Affairs  
30 Hearing Board/Special Master within thirty (30) days of the rendition of the decision by  
31 filing a petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit  
32 in and for Palm Beach County, Florida.

- 1 D. For purposes of appeal, the FDLE Criminal History/Records Reports and the State of  
2 Florida Department of Highway Safety and Motor Vehicles traffic/driving record report  
3 shall be deemed prima facie evidence and admitted into evidence before the Consumer  
4 Affairs Hearing Board/Special Master.
- 5 E. Upon receipt of such notice of appeal, the Division shall set a time and place for such  
6 hearing and shall give the violator or attorney and the Consumer Affairs Hearing  
7 Board/Special Master reasonable notice thereof. All hearings and appeals shall be  
8 scheduled and determined as promptly as practicable and in no event more than sixty (60)  
9 days from the date of the notice of the written notice of appeal was filed. Written notice  
10 of the time, date, and place of the hearing of the appeal by the Division shall be served  
11 upon the appellant no later than twenty (20) days prior to the date of the hearing. Said  
12 notice of hearing, shall be by personal service, certified mail or posting in a conspicuous  
13 place at the towtruck company's place of business. Failure of the company to respond  
14 within the time frames specified herein or failure to appear at a duly noticed hearing shall  
15 be deemed a waiver of the right to hearing and an admission of the acts specified in the  
16 notice.
- 17 F. The Consumer Affairs Hearing Board/Special Master shall consider the case record as  
18 well as the statement offered by any interested party and shall consider the matter de  
19 novo and shall, upon the basis of the record before it, affirm, modify or reverse the  
20 decision of the Director.
- 21 G. If the Consumer Affairs Hearing Board/Special Master affirms the decision of the  
22 Director to deny, suspend or revoke an operating permit, the suspension or revocation  
23 shall be effective from the date of the Consumer Affairs Hearing Board's/Hearing  
24 Officer's order. A decision to affirm the action of the Director shall constitute final  
25 agency action for purposes of further appeal.
- 26 H. Suspension of the Operating Permit: If, at the conclusion of the hearing, the Consumer  
27 Affairs Hearing Board/Special Master decides to suspend the operating permit, a time  
28 certain shall be set as the period of suspension. Prior to the end of such time certain,  
29 those violations for which the suspension was imposed shall be corrected; otherwise, the  
30 suspended permit(s) will be automatically revoked. An Administrative Reactivation fee  
31 shall be collected to reinstate the suspended permit(s). The Administrative Reactivation

1 fee shall be established by resolution of the Commission.

2 I. Revocation of Permit/I. D Badge: If, at the conclusion of the hearing, the Consumer  
3 Affairs Hearing Board/Special Master decides to revoke an operating permit the  
4 individual, driver or towtruck company shall remove and/or return the operating permit  
5 to the Division. A towtruck company whose operating permit has been revoked shall not  
6 be eligible to reapply as a new applicant for a period of six (6) months from the date of  
7 revocation.

8 J. If the Consumer Affairs Hearing Board/Special Master reverses the decision of the  
9 Director, it shall direct the Director to issue or restore the towtruck operating permit.

10 K. In the event a written notice of appeal and accompanying filing fees are not submitted  
11 within the times frames outlined in this Ordinance, the decision of the Director shall  
12 prevail.

13 L. Effect of Appeal: The appeal of the decision of the Director to suspend or revoke an  
14 operating permit shall stay the effective date of the suspension or revocation.

15

16 **SECTION 28. Scope of Ordinance.**

17 A. The provisions of this Ordinance and the relevant Florida Statutes shall be the exclusive  
18 regulations applicable to towing, recovery and removal of vehicles/vessels in Palm Beach  
19 County and all storage provided therewith. This Ordinance shall be applicable in both the  
20 unincorporated and incorporated areas, except that this Ordinance shall not apply in any  
21 municipality that has adopted and maintains in effect Ordinances or regulations  
22 governing the same matters.

23 B. This Ordinance shall not apply to the towing of a vehicle/vessel which occurs with the  
24 consent of the vehicle/vessel's owner or operator.

25 C. Nothing in this Ordinance shall be construed to prohibit the discharge or storage of a  
26 vehicle or vessel lawfully recovered, towed or removed in another county and lawfully  
27 transported into Palm Beach County.

28

29 **SECTION 29. Repeal of Laws in Conflict.**

30 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby

1 repealed as it relates to the enforcement of this Ordinance only.

2

3 **SECTION 30. Savings Clause.**

4 Notwithstanding Section 30, Repeal of Laws in Conflict, all administrative and court orders,  
5 fines and pending enforcement issued pursuant to the authority and procedures established by  
6 Ordinance 2005-009 shall remain in full force and effect.

7

8 **SECTION 31. Inclusion in the Code of Laws & Ordinances.**

9 The provisions of this Ordinance shall become and be made a part of the Code of Laws and  
10 Ordinances of Palm Beach County, Florida. The sections of this Ordinance may be renumbered  
11 or relettered to accomplish such, and the words "ordinance," "article," "section," "subsection," or  
12 "paragraph" may be changed to any other appropriate word to accomplish codification.

13

14 **SECTION 32. Severability.**

15 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason  
16 held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding  
17 shall not affect the remainder of this Ordinance.

18

19 **SECTION 33. Effective Date.**



20 The provisions of this Ordinance shall be effective immediately upon filing with the Department  
21 of State.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach  
County, on the 12th day of January,  
2010.

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY COMMISSIONERS

By:

  
Deputy Clerk  


By:

  
Chair, Burt Aaronson

Approved as to form and legal  
sufficiency

Effective Date: \_\_\_\_\_

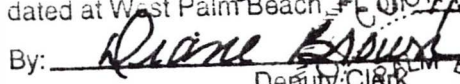
Filed with the Florida Department of State on the 20th day of January, 2010, at  
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STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk & Comptroller certify  
this to be a true and correct copy of the original  
filed in my office on January 12, 2010

dated at West Palm Beach, FL 1/27/10

By:

  
Deputy Clerk  
